

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
CHILD SUPPORT ATTORNEYS

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 8<sup>th</sup> day of  
December, 2015,

BY AND BETWEEN

Authorized Management Representatives  
(hereinafter referred to as "Management") of  
the County of Los Angeles (hereinafter referred  
to as County),

AND

LOS ANGELES COUNTY CHILD SUPPORT  
ATTORNEYS / AFSCME, Council 36  
(hereinafter referred to as "AFSCME, Council  
36" or "AFSCME" or "UNION")

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ARTICLE 1      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County Board of Supervisors.



ARTICLE 2      RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the American Federation of State, County, and Municipal Employees District Council 36 (AFSCME) was certified on March 23, 2015 by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 802 (Child Support Attorneys I, II, III and IV) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes AFSCME as the certified exclusive bargaining representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 3            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date of Board of Supervisors' approval. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4            AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A.     Management's principal authorized agent shall be County's Chief Executive Officer or her/his duly authorized representative (Address: 500 W. Temple Street, RM 774-A, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B.     AFSCME's principal authorized agent shall be its Business Agent (Address: c/o AFSCME District Council 36, 514 S. Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

ARTICLE 5      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither AFSCME nor Management, nor their authorized representatives will appear before the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, gender identity, gender expression, marital status, age, national origin, ethnicity, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7      TERM

The term of this Memorandum of Understanding shall commence on the date the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on the date of contract agreement. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 8        RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1, 2018 through May 31, 2018, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt or June 1, 2018 whichever is later. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2018, unless the parties mutually agree to continue negotiations.



ARTICLE 9            GRIEVANCE PROCEDURESection 1.            Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee(s) who may submit or be involved in a grievance.

Section 2.            Definitions

1. The term "employee" or "employees" applies to the County of Los Angeles employees under this bargaining unit.
2. The term "grievance" is defined as an employee's complaint regarding the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.  
  
A group grievance is a common complaint by a number of employees within the department or a unit thereof.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3.            Responsibilities

1.     The Union agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2.     Departmental Management has the responsibility to:
  - A.     Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  
  - B.     Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
  
3.     The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4.                    Waivers and Time Limits

1.     Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2.     Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3.     If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4.     By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.                    Employee Rights and Restrictions

1.     The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

If the nature of the grievance may have impact on bar licensure, an employee may require additional representatives.

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.
5. If an employee feels that because of the sensitive, expedited or extraordinary nature of his or her complaint that it should be reviewed initially by the Director of Employee Relations, the employee may direct the grievance to that office with a written memorandum describing the need for departure from the standard procedure. The Director of Employee Relations will determine whether the grievance should be moved directly to Level 2 or Level 3, or should instead go through the full grievance process. If it is determined that the grievance should proceed through all Levels, it will be returned to the employee with a written explanation.

When an employee makes such a request, the grievance will be held in abeyance until the written response from the Director of Employee Relations is received.

Section 6.                    The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Union representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Union representative elects to attend any formal grievance meeting, he/she must notify departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

6. Only County employee(s) who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witness(es) may attend formal grievance hearings on paid County time.

Section 7.                    Procedures

Level 1.                    Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2.                    Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the

authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

- B.** Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3.                      Department Head

- A.** Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
- B.** Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. A copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8.            Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.



- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee

Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is

not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- New Employee Orientation

ARTICLE 10      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both the Union and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or the Union may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, the Union, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11      GRIEVANCE REPRESENTATIVES

It is agreed by the parties to the Memorandum of Understanding that the Union may select a reasonable number of Union Grievance representatives for this Unit. Union shall provide a written list of the names of Grievance Representatives who have been selected as Union Grievance Representatives. This list shall be kept current by the Union.

Union Grievance Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Union Grievance Representatives, when leaving their work locations to conduct such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the Union Grievance Representatives will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the Union representative's request unless otherwise mutually agreed to.

Upon entering a work location, the Union Grievance Representatives shall inform the cognizant supervisor of the nature of the union representative's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the Union Grievance Representatives will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the union representative's request, unless otherwise mutually agreed to.

The Union agrees that Union Grievance Representatives shall not log compensatory time or premium pay time for the time spent performing any function of a steward/Union representative.



ARTICLE 12      GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Union and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where the Union, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Union, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 9 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 9 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 9 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 hereof.

ARTICLE 13      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 9, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and the Union, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
  - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- New Employee Orientation



ARTICLE 14            PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.            Deductions and Dues

It is agreed that AFSCME dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the County during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the thirty day period commencing ninety days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will

provide to the County with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

### Section 3.                    Agency Shop Election

Effective upon Board approval of MOU, if at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the AFSCME shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in Government Code 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and AFSCME of the results of the election. AFSCME shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, AFSCME shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, AFSCME shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join AFSCME, or to pay the Union a service fee as provided in Government Code. 3502.5(a).

If the majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

#### Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

##### A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop" means that every employee represented by this Bargaining Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

##### B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support AFSCME. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable

fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Sections 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. AFSCME Responsibilities - Hudson Notice

AFSCME agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop agreement is in effect.

E. Implementation

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists electronically on a monthly basis.

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with AFSCME and that all employees subject to the Memorandum of Understanding must either join AFSCME; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to AFSCME; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of AFSCME dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to AFSCME or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to AFSCME dues from the regular pay warrants of such employee.

The effective date of deducting AFSCME dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees.

F. List of New Employees/Separations

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists via internet on a monthly basis.

The County will furnish AFSCME with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 5.                    Indemnification Clause

AFSCME agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 15MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.



ARTICLE 16      FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Child Support Attorneys.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 17PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal laws, including the Americans with Disabilities Act, State and County laws and regulations, the Charter of the County of Los Angeles and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 18      CONTRIBUTION TO PROFESSIONAL DUES

The County shall annually pay to the California State Bar, the full amount of the basic membership fees for each person who holds the classification of Child Support Attorney I, Child Support Attorney II, Child Support Attorney III or Child Support Attorney IV. This payment shall be limited to those persons who have accepted an offer of employment or are employed as Child Support Attorneys on or before February 1 of each calendar year for which the membership fee payment is required.

The Child Support Services Department shall establish and disseminate procedures to be followed by Child Support Attorneys for the payment of these membership fees.

Child Support Attorneys requesting payment of their basic State Bar membership fees shall follow the procedures set by the Department. Such payment shall be made in accordance with the County of Los Angeles Auditor-Controller procedures and deadlines.

ARTICLE 19      EMPLOYEE LISTS

Within sixty days from the effective date of this Memorandum of Understanding, Management shall provide AFSCME with a list of the names, home address, and home telephone numbers of all employees in the Unit. Additional lists may be provided at no less than three month intervals when requested by AFSCME at a reasonable cost determined by the Office of the County Auditor-Controller.

ARTICLE 20EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF  
FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise AFSCME of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Labor Relations Office will arrange to meet with representatives of AFSCME to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 21      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.



ARTICLE 22       PERSONNEL FILE

An employee, or his/her certified representative with the written consent of the employee, under HR supervision, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired. The employee is to give two (2) days notice to the Human Resources Division for the purpose of inspecting and photocopying any materials in the employee's personnel file to which the employee is entitled to have access. The employee may photocopy material to which the employee is entitled to have access from his or her personnel file without charge.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall follow existing department practices

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the personnel file. If the employee does file a grievance within the designated time limits, said document shall

not be placed in the personnel file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of a specific provision of this agreement.

Management agrees that no properly used and approved full paid sick leave used during the Performance Evaluation rating period i be referenced on such form. The same will not be reference in an Appraisal of Promotability as appropriate.

The employee may request that any written Warning(s) or Reprimand(s) more than one (1) year old shall be removed from the personnel file.

ARTICLE 23        LEAVES OF ABSENCESection 1.        Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.        Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, Management will make every effort to grant educational leaves to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.        Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4.                    Unpaid Employee Organization Leave

AFSCME requests for employee organizational leave for at least thirty (30) calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. AFSCME may not have more than three (3) employees in the Bargaining Unit on leave of absence to accept employment with AFSCME. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct AFSCME business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

Section 5.            Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6.                      Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7.                      Bereavement Leave

The provisions of Los Angeles County Code section 6.02.080 regarding Bereavement Leave shall apply to employees in Bargaining Unit 802.

Section 8.                      Military Leave

The provisions of Los Angeles County Code Section 6.20.080(c) and applicable law, shall apply to employees in Bargaining Unit 802.

ARTICLE 24      ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.
  
- The Chief Executive Officer may establish procedures and issue Executive instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
  
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.



- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
  - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
- Retirement service credit will not accrue during this period.
- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and AFSCME in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual  
 Sick Leave Accrual  
 Savings and Horizons Plan\*  
 Flexible Benefit Contributions  
 Step Advance  
 Retirement Service Credit\*\*  
 Military Leave

Benefits Not Protected

Jury Leave  
 Bereavement Leave  
 Witness Leave  
 Civil Service Examination Leave  
 Weekend Pay  
 Holiday Pay

\* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

\*\* Retirement Service Credit for plans A-G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 25      EMPLOYEE PAYCHECK ERRORSA.    Underpayments

1.    If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2.    The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3.    Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B.    Overpayments

1.    Employees will be notified prior to the recovery of overpayments.
2.    Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by

the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 26        EMPLOYEE PARKING

Section 1.        Safe and Adequate Parking

County Management will continue to make reasonable efforts to provide adequate free and safe parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location, unless otherwise required by AQMD regulations or law.

ARTICLE 27      UNION RIGHTSSection 1.      AFSCME Rights

It is understood and agreed that AFSCME has the right to:

- A. Represent its members before the Board of Supervisors and Management representatives regarding wages, hours, and other terms and conditions of employment.
- B. Receive timely written notice of any ordinance, rule, resolution, or regulation directly relating to wages, hours, and other terms and conditions of employment.
- C. Inspect an employee's personnel file at a reasonable time, upon request, during normal business hours, with the exception of all material obtained from other employers and agencies at the time the employee was hired, provided an authorized AFSCME representative has the employee's written consent.
- D. Use County facilities for membership meetings, (excluding meetings for the advancement of activities which have a negative impact on County operations), and conferences upon reasonable advance notice to the appropriate County official, subject to availability of such facilities.



## Section 2.            Bulletin Boards

Management agrees to provide at least one bulletin board for the exclusive use of the AFSCME in each area or facility employing more than 10 employees. AFSCME shall have the right to use such bulletin board to post information or material concerning the following subjects:

- A.     AFSCME recreational, social and related news bulletins;
- B.     Scheduled AFSCME meetings;
- C.     Information concerning AFSCME elections or the results thereof;
- D.     Reports of official business of AFSCME including reports of committees or the Board of Directors.

Prior to posting any of the above materials on such bulletin board, such materials shall be initialed by an authorized representative of AFSCME and of the CSSD authorized representative. All other material which AFSCME desires to post shall first be approved by the CSSD Director (Administration) or designee.

## Section 3.            Work Access For Representation Purpose

The parties agree that authorized AFSCME representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of this Memorandum of Understanding. Access shall be guided by the following limitations:

1. AFSCME shall furnish a list of representatives to the department head or his designated representative. AFSCME will immediately notify the department of any change in its representatives.
2. A representative desiring access to a work location must state the purpose and request approval from the department head or his representative within a reasonable amount of time prior to an intended visit.
3. AFSCME agrees that its representatives will not interfere with the operation of the department or any of its facilities.
4. Access will be granted to an authorized AFSCME representative if, in the opinion of the department head or his representative, such access will not interfere with operations or adversely affect security.
5. If a requested visit is denied, an alternate time will be mutually agreed upon.
6. An employee designated as an authorized AFSCME representative must obtain permission from his/her immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding. Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.

Section 4.                    Intra-County Communications

It is agreed that during the term of this agreement AFSCME may maintain a mailbox at the CSSD offices at Central Civil West (CCW) courthouse. In the event that CSSD moves from its current location at CCW, the mailbox shall be moved to a departmental designated Title IV-D courthouse.

Section 5.                    AFSCME/Management Meetings

Management agrees to consult with AFSCME in conformity with Section 5 and Section 6(a) of the Employee Relations Ordinance.

Section 6.                    New Employee Orientation

AFSCME representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding AFSCME Union membership. At such meetings, AFSCME shall be afforded the opportunity to distribute documents to the employees explaining both his/her rights under the Employee Relations Ordinance and the status of AFSCME as the certified majority representative for Child Support Attorneys, as well as material related to the services and employee benefits programs offered by AFSCME.

Section 7.

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by AFSCME of its rights under Section 6 of the Employee Relations Ordinance, except for those matters specifically set forth in this Memorandum of Understanding.

Section 8.                    Work Release for Negotiations

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding. As such, up to seven (7) members of Unit 802 will be excused from their regular assignment upon request of the union for the purpose of attending and/or participating in negotiation sessions or union caucuses.

Section 9:                    Work Release for Union Officials

The Union President (or his/her designees) shall be afforded reasonable time off without loss of pay to perform the responsibilities of his/her position.

In the event that, the Union President chooses to designate another official for a specific task (e.g., a grievance hearing), the Union President or AFSCME Business Representative will notify the County of the designee and the expected time needed for completion of the task.

ARTICLE 28        HEALTH AND SAFETYSection 1.        Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. AFSCME will cooperate by encouraging all employees to perform their work in a safe and healthful manner. Employees are encouraged in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, AFSCME may consult with the County Risk Manager of the Chief Executive Office's Risk Management Branch or his/her designate. A representative of such branch shall respond to the Department Head and AFSCME within ten (10) days.

If AFSCME is not satisfied with the response of the County Risk Manager of the Chief Executive Office's Risk Management Branch, the issue may be taken within ten (10) days to arbitration as set forth in Article 13. During such ten (10) days consultation between the Department Head and AFSCME will take place. Management shall make

available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

## Section 2.            First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete, well-stocked first aid kits at all work facilities and to ensure said kits are accessible to employees.

## Section 3.

Management and AFSCME mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

## Section 4.

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

Section 5.            Office Ergonomics

The parties acknowledge that grievances resulting from disputes regarding the Office Ergonomics guidelines appended hereto shall be subject to the provision of the Safety and Health Article of the applicable Memorandum of Understanding (see attached ERGO Guidelines).

ARTICLE 29      JOINT LABOR MANAGEMENT COMMITTEESection 1.

The parties agree to establish a Joint Labor/Management Committee in the Child Support Services Department to meet regarding employee relations matters in accordance with Employee Relations Ordinance 5.04.090.

- (a). The purpose of the joint labor management committee is for the Office of the Child Support Services Department and AFSCME to establish a forum for Labor and Management to regularly meet and jointly discuss issues of concern to Child Support Attorneys in this Unit.

Section 2.

The Joint Labor/Management Committee shall consist of four (4) representatives designated by AFSCME. The Department Head shall designate four (4) management representatives to be on the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint/Labor Management Committee meetings, schedule permitting. Requests for CEO attendance will not be unreasonably denied, and are subject to the normal scheduling considerations.



Section 3.

The Joint Labor Management Committee shall meet up to six times annually, upon written request of either party, or more frequently by mutual agreement, during working hours, on County paid-time, to discuss issues which include, but are not limited to, training, promotional process/opportunities, attendance at seminars, working conditions and/or other departmental operational matters.

Section 4.

The Committee shall develop its internal procedures, including scheduling meeting agenda, dates, times, and locations.

The Committee may also make advisory recommendations to the CSSD Director, or his designated representative, for consideration.

## ARTICLE 30      SALARIES

### Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 802 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9284	ATTORNEY I,CHILD SUPPORT SERVS	CURRENT	N34M	90J	4904.00	6431.82
		09/15/2015	N34M	91K	5051.27	6624.64
		10/01/2016	N34M	92L	5203.27	6823.36
		10/01/2017	N34M	93H	5307.00	6959.64
		04/01/2018	N34M	94E	5412.45	7098.18
9285	ATTORNEY II,CHILD SUPPORT SERVS	CURRENT	NMX	102B	6673.64	9755.36
		09/15/2015	NMX	103C	6874.18	10049.00
		10/01/2016	NMX	104D	7080.64	10351.18
		10/01/2017	NMX	105A	7221.00	10557.00
		04/01/2018	NMX	105J	7365.73	10767.91
9286	ATTORNEY III,CHILD SUPPORT SERVS	CURRENT	NMW	111B	8518.27	11795.36
		09/15/2015	NMW	112C	8774.64	12149.36
		10/01/2016	NMW	113D	9038.36	12514.27
		10/01/2017	NMW	114A	9218.00	12763.00
		04/01/2018	NMW	114J	9402.00	13018.27
9287	ATTORNEY IV,CHILD SUPPORT SERVS	CURRENT	NMX	115D	9541.91	13949.91
		09/15/2015	NMX	116E	9828.45	14369.18
		10/01/2016	NMX	117F	10124.00	14800.73
		10/01/2017	NMX	118C	10325.45	15095.09
		04/01/2018	NMX	118L	10531.27	15395.45

### Section 2.

The parties, having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

Section 3.                    Step Advances

- A.        Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- B.        If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C.        Grievances arising out of this section shall be processed as follows:
- i.        Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with

the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.

ii. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.

iii. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the

event an agreement cannot be reached through negotiations, it is agreed that AFSCME may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

#### Section 4.

Employees in this bargaining unit shall be exempt salaried consistent with the provisions of Chapter 6.09 of the Los Angeles County Code.

ARTICLE 31      LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 32      EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that, during the term of this agreement, permanent employees in Bargaining Unit 802 in the job classification of Child Support Attorney I, II, III and IV, shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit, class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Child Support Attorney I, II, III or IV, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with AFSCME prior to implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.



Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

#### Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 8).

#### Section 6.

Permanent employees in this Unit will be eligible to participate in the Retiree Medical Trust as sponsored by the Coalition of County Unions.

ARTICLE 33      TRANSFER

Transfers may occur due to the business needs of the Department as permitted by the County Civil Service Rules. As such, the Management may assign, transfer, or promote bargaining unit members as needed for the operational needs of the Department.

For the purpose of this Article, the following definitions will apply:

A “voluntary transfer” is a transfer initiated by the employee.

An “involuntary transfer” is a transfer initiated by management.

I.      VOLUNTARY TRANSFERS

The Department shall maintain a Transfer List which will be compiled pursuant to voluntary transfer requests as submitted electronically by attorneys through CSSD intranet.

Provided that the skills required for the vacancy will be met and any hardship requests are considered, the vacancy shall be filled by the person who has been on the transfer list longest.

II.     INVOLUNTARY TRANSFERS

A. Management shall ensure that involuntary transfers are commensurate with the Attorney grade (i.e., attorney grade 2 to attorney grade 2). Additionally, Management shall consider the seniority, training, experience, hardships, specialized skills and operational needs prior to transfer.

B. Upon considering an involuntary transfer, Management shall make every effort to solicit volunteers prior to making involuntary transfers. If no bargaining unit members voluntarily accept the transfer assignment, Management shall use the criteria listed in Section IIA of this Article in order to identify employees to be involuntarily transferred. Employees will receive a written notice 10 business days prior to the effective date of any involuntary transfer except in case of a County-defined emergency.

If an employee has a voluntary transfer request on file and the employee is involuntarily transferred to a location that is neither his/her first or second choice, the employee will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

ARTICLE 34      OVERTIME/COMPENSATORY TIME

Child Support Attorneys are salary exempt employees and will not, in general, accrue overtime on a regular basis. However, the Department recognizes that certain circumstances do require extra work and that compensatory time off shall be given when significant extra time is needed to meet the requirements of the job and/or the mission of the Department.

Circumstances that may warrant compensatory time include, but are not limited to:

- 1) Working on scheduled days off as established by the RDO (9-80 work week or 4-40 work week) program, weekends or after hours.
- 2) Out of county travel as required by CSSD.

Overtime which results in Compensatory time must be authorized in advance and is subject to the supervising attorney of the child support attorney seeking the compensatory time approval as to appropriateness.

Attorneys shall accrue compensatory overtime, according to departmental policies.

Overtime/Compensatory Time hours, if not used, may be carried over, to a maximum of 160 hours. Such carryover time must be used by the end of the year in accordance to County Code Section 6.15.050.

Supervisors and employees should make every effort to work together to resolve any issues that arise concerning overtime/compensatory time in an informal manner and balance the needs of the Office with the needs of the employee.

ARTICLE 35STATEMENT OF GOVERNING LAW

It is the mission and objective of the Child Support Attorneys to preserve the integrity of their role in the legal process of establishing and enforcing child support orders and also to ensure that, as attorneys, they can continue to uphold their legal and ethical responsibilities to the Department, the children and families of Los Angeles County, and their profession.

The Department is committed to supporting the Child Support Attorneys in the performance of their legal and ethical responsibilities including the adherence to the legal requirements mandated by the California legislature and the federal government.

The parties mutually recognize and agree fully that the employees covered herein are attorneys and employees of the County of the Los Angeles County Child Support Services Department, a local child support agency authorized under Title IV-D of the federal Social Security Act and mandated by state law (Family Code §§ 17200 et seq).

ARTICLE 36SUPERVISION

The Department is committed to delivering work of the highest standards while maintaining employee integrity. In doing so:

- In no event shall a non-attorney direct or control the professional judgment of a Child Support Attorney.
- In no event shall a non-attorney direct a Child Support Attorney in the practice of law.
- In no event shall a non-attorney evaluate the legal acumen of a Child Support Attorney or prepare any portion of an Appraisal of Promotability of a Child Support Attorney related to legal acumen.

ARTICLE 37      WORK CONDITIONS

It is the duty of the Department to ensure that each Child Support Attorney is provided with work conditions conducive for the employee to conduct all aspects of his/her legal work. Management shall make every effort to ensure the bargaining unit members are provided the appropriate working environment necessary for the Child Support Attorney to conduct his/her legal work.



ARTICLE 38      OUT-OF-CLASS ASSIGNMENTSSection 1.      Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2.      Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

Appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of the request for relief, no bonus under this Article is to be paid; or

Return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid; or

Pay the employee the bonus. The bonus is paid from the date of the request for relief and terminates when the conditions of this Article are no longer met.

This Bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

### Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency
- B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any

additional compensation for the duration of the training. Written confirmation of such assignment shall be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 39PROFESSIONAL EDUCATIONAL EXPENSE AND  
PROFESSIONAL DEVELOPMENT

CSSD is mandated by law to establish and enforce parentage and support orders and its attorneys are required to maintain mandatory levels of educational training and professional development in order to practice law. The Department is committed to delivering the work of the highest quality and in a professional manner.

As resources allow, the Department shall make available to each attorney (Grades I to IV) the opportunity to attend professional conferences on county time ( e.g.; the CSDA Attorney College in its entirety). Priority shall first be given to those attorneys who have not attended a conference in the last three years and then to those attorneys in their current MCLE compliance period. Attorneys will not be required to present an MCLE as a condition of attendance.

In order to be licensed to practice law in the State of California, Attorneys are required to complete a number of approved continuing legal education credits every three years as currently mandated by the California Bar Association. To assist attorneys in this objective the Department will provide a minimum of nine (9) hours of in-house MCLE trainings each year. Child Support Attorneys will only conduct MCLE trainings for the Department on a voluntary basis (unless assigned to a unit dedicated to Training). The Department will make every effort to videotape and make available these trainings to attorneys who were not able to attend the training in person. Should providing these in-house trainings become cost prohibitive the Department will meet with the Union to discuss viable alternatives.

## APPENDIX A

### OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

#### 1. LIGHTING

- a. The computer monitor should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Luminance of characters and background should have a high contrast ratio.

#### 2. KEYBOARDS, MOUSE AND COMPUTER MONITORS

- a. Keyboard trays should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The computer mouse should be located adjacent to and on the same plane as the keyboard.
- c. Monitor height should be adjustable, fit the operator's plane of vision and provide a high contrast ratio.

#### 3. CHAIR AND DESK

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option.

- b. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- c. Document holders should be adjustable for height, distance and angle.
- d. Footrests should be made available, if necessary.

4. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

**APPENDIX B****CLASSIFICATIONS STUDY**

Recognizing the importance of having staff perform the appropriate functions consistent with their classification level, the Department will initiate classification studies of the Child Support Attorney II and III positions.

CEO Classifications will conduct these studies with assistance from the Departmental management. CEO will make the final determination and make recommendations to the Board of Supervisors on any changes to the reclassified positions. These classification studies will be completed by October, 2016 or at the latest prior to the time the Department receives their budget instructions from the CEO for the Fiscal Year 2017-2018.

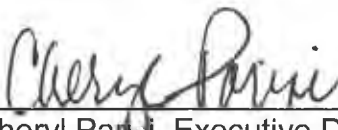
The CEO and the Department will consult with the union on the reclassification study process before, during and at its completion through the Joint Labor Management Committee (JLMC), and in further meeting if needed.

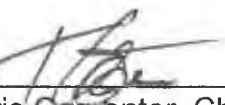
Toward this end, the Department will maintain a viable list of attorney grades III and IV and make every effort to fill the vacant/reclassified positions.

This provision will expire on September 30, 2018.


IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

AFSCME, COUNCIL 36  
REPRESENTATIVES

By   
Cheryl Parisi, Executive Director  
AFSCME District Council 36

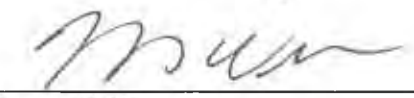
By   
Tris C. Carter, Chief Negotiator  
AFSCME District Council 36

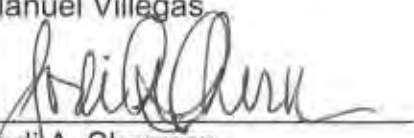
By   
Leah A. Rochford

By   
James C. Stark

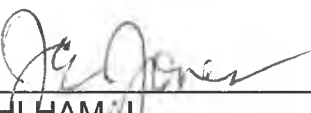
By   
Roye Randall

By   
Donald W. Kemp

By   
Manuel Villegas

By   
Jodi A. Sherman

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
SACHI HAMADA  
Chief Executive Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS



MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
LIBRARIANS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 8<sup>th</sup> day of  
December, 2015,

BY AND BETWEEN

Authorized Management Representatives  
(hereinafter referred to as "Management") of  
the County of Los Angeles (hereinafter referred  
to as "County"),

AND

SEIU, Local 721, CTW, CLC (hereinafter  
referred to as Union").

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ARTICLE 1      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2        RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, SEIU, Local 721 was certified on December 2, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. 13-69) as the majority representative of County employees in the Librarians Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU, Local 721. Management hereby recognizes SEIU, Local 721 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in the classifications listed in the Salaries Article of this agreement.

Section 2.

Management agrees to recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3      IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4            AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A.     Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B.     The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5            OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.



ARTICLE 6      NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 8            RENEGOTIATIONSection 1.            Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2018.

Negotiations shall begin no later than June 15, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9            WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10      COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11      GRIEVANCE PROCEDURESection 1.      Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2.      Definitions

1.      Wherever used the term "employee" means either employee or employees as appropriate.
2.      "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. A group grievance is a common complaint by a number of employees within the department or unit thereof.
3.      "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal Holidays.

### Section 3.            Responsibilities

1.     SEIU, Local 721 agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2.     Departmental Management has the responsibility to:
  - A.     Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  
  - B.     Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
  
3.     The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

### Section 4.            Waivers and Time Limits

1.     Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.            Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).
2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.



4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6.                    The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721 representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7.                    Procedures

Level 1.                    Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2.                      Library Administrator/Section Head

Within ten (10) business days from his/her receipt of the immediate Supervisor's written decision and using the returned original copy of the grievance from, the employee may appeal to the Regional Administrator, who shall discuss the grievance with the immediate supervisor concerned and the employee within ten (10) business days from receipt of the grievance. The employee may request that said meeting include both the Supervisor and the Regional Administrator. The request may be granted at the sole discretion of the Regional Administrator. The Regional Administrator shall give a written decision and the reasons, therefore, to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3.                      Service Chief

Within ten (10) business days from his/her receipt of the decision at Level 2, the employee may appeal to the appropriate Service Chief using the original copy of the grievance. The Service Chief will discuss the grievance with the employee, and within ten (10) business days from receipt of the grievance, shall give a written decision and the reasons therefore to the employee and the union representative using the original copy of the grievance.

Level 4.                      Department Head

A. Within ten (10) business days from his/her receipt of the decision at Level 3, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure.
- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8.            Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721 may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from

the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.



9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose  
Recognition  
Non-Discrimination  
Implementation  
Term  
Renegotiation  
Safety and Health  
Payroll Deductions and Dues  
Authorized Agents  
Provisions of Law  
Workplace Retraining  
New Employee Orientation

ARTICLE 12      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13      GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a

significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
  - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:



- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
  - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
  - 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15      PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.      Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.      Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3.                    Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4.                    Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5.                    Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6.            Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7.            Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8.            Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9.                    List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10.                Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.



ARTICLE 16        NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17      MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18      FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20      CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.



ARTICLE 22      ALTERNATIVES TO LAYOFFSSection 1.      Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2.      Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

### Section 3.            Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

### Section 4.            Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5.            Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23      EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24      ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation

pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

## ARTICLE 25      OUT-OF-CLASS ASSIGNMENTS

### Section 1.      Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant\*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee=s class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

### Section 2.      Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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\*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

### Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or



to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26            POSITION CLASSIFICATION STUDYSection 1.            Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2.            Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3.            Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4.                    Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27      PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific

provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28        LEAVES OF ABSENCESection 1.        Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.        Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.        Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her

primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4.            Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5.            Family Leave

- A.    The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B.    The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C.    Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.



- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7.        Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29      ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.
  
- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
  
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
  - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
  - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.
- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected

Vacation Accrual  
Sick Leave Accrual  
Savings and Horizons Plan\*  
Flexible Benefit Contributions  
Step Advance  
Retirement Service Credit\*\*  
Military Leave

Benefits Not Protected

Jury Leave  
Bereavement Leave  
Witness Leave  
Civil Service Examination Leave  
Weekend Pay  
Holiday Pay

\* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

\*\* Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30      EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Los Angeles, CA 90017.



ARTICLE 31        EMPLOYEE PAYCHECK ERRORSSection 1.        Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

## Section 2.            Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

## Section 3.            Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4.            Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5.            Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32EMPLOYEE PARKINGSection 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3.            Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33      WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2015-2016 will be forwarded to fiscal year 2016-2017. Any balance from fiscal year 2016-2017 will be forwarded to fiscal year 2017-2018. Any balance from the fiscal year 2017-2018 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2015-2016, 2016-2017, 2017-2018, July 1, 2018 to September 30, 2018) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2.                    Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.



ARTICLE 34LOCAL 721 COUNTY-WIDE JOINT LABOR-  
MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35      WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36      BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the

receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

## Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37      SAFETY AND HEALTHSection 1.      Safety Committee

Within 30 days of ratification of this Memorandum of Understanding, the Public Library will establish a Safety Committee. Membership will be comprised of four Management representatives and four employees selected by SEIU, Local 721. Nothing herein limits management or labor from inviting subject matter experts to attend meetings as needed. Frequency of meetings will be established by mutual agreement. Agenda items may be posed by labor or management.

Section 2.      Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees, in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. The immediate supervisor will respond within five (5) business days.

If the employee or his/her representative is not satisfied with the response, SEIU, Local 721 may consult with the departmental Safety Committee or Risk Management Unit of the Chief Executive Office (CEO/RM). If referred to CEO/RM, a representative shall respond to the department head and SEIU, Local 721 within ten (10) business days.

If SEIU, Local 721 is not satisfied with the response from CEO/RM, within ten (10) business days, the issue may be taken to arbitration as set forth in Article 11. During such ten (10) business days, consultation between the department head and SEIU, Local 721 will take place.

Section 3.            First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 4.

Management and Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 5.

Management and Local 721 mutually agree to meet in accordance with Employee Relations Ordinance (Sec. 5.040.090 A) to address current and future safety and ergonomic needs resulting from the department's expanding technological environment.

Section 6.

Management agrees to take whatever steps are necessary to ensure employee and public safety from disruptive clients and customers. Reports of sexual harassment perpetrated by customers shall be reported and promptly addressed.

ARTICLE 38      ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.



ARTICLE 39      PERSONNEL PRACTICESSection 1.

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2.      Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce

intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

### Section 3. Communication through County E-mail

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with bargaining unit members through their County e-mail addresses.

This workgroup will complete its work within 60 days of the Board of Supervisors' approval of the MOU. The workgroup will present recommendations to the Board of Supervisors for any policy changes.

ARTICLE 40      STEWARDSSection 1.      Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding

Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41            DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF  
PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1.            Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed),

Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

In the event that health related services from multiple departments become integrated the County and Local 721 will meet in accordance with Article 41.

## Section 2.            Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

## Section 3.            Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union

will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.



It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

#### Section 4. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the Worker Education Resource Center (WERC). Upon successful completion of the course, each employee shall be issued a certificate.
- D. Management shall make every reasonable effort to release employees to attend training offered through the Worker Education Resource Center (WERC). If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for WERC sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Worker Education Resource Center (WERC) may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Worker Education Resource Center (WEREC) career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5.                    Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
  
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6. Safe Patient Handling (Patient Transport and Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Los Angeles County will make every reasonable effort to ensure that Patient Lift and/or Patient Transport Teams are available at all times. The County will make every reasonable effort to ensure that there will be no fewer than two (2) trained and designated team members to safely lift, reposition or transfer patients to/from beds, chairs, gurneys, and other areas; in accordance with DHS policy. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Worker Education Resource Center (WERC). An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

Department of Health Services (DHS) Management will endeavor to make training, standards, guidelines and responsibilities clear and uniform throughout DHS.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to

public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make safety alarm devices available to employees

working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the safety alarm devices shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain safety alarm devices, and replace broken or damaged alarm through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the safety alarm devices.

4. A Code Gold Team (or Behavioral Response Team) is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Gold Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Gold Teams replace existing security measures in place in county facilities.

Code Gold Team response members shall be provided with designated coverage staff to provide continuity of patient care.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Gold Team in each department facility and on each shift where applicable within 60 business days of



Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Gold Teams.

During the term of the MOU, the Emergency Codes policy will be reviewed, with the explicit purpose of addressing changes or updates to the policy, upon the request of either party at mutually agreeable times and locations. In order to make meetings effective management will notify Local 721, in writing, of any proposed changes or updates, or Local 721 will notify management, in writing, of any requested changes or updates. All proposed/requested changes shall be provided at the time of meeting request.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8.            Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9.            Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

Testing Methodology such as written, skills, or other;

- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTHCARE  
REFORM & INTEGRATION

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to establishing and improving ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for transitions in technology on workforce and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform and Integration Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform and Integration Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare Reform and Integration.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform and integration in DMH when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark for best practices to achieve revenue

maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

### Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal portable alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior , and other field base trainings.
- Necessary safety equipment, such as cell phones, gloves, protective body suits, first aid kits / emergency safety kits, will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform and Integration Committee.

This article will expire at the end of the contract, with the exception of the section on work place safety. If the parties have not completed the work of DMH Healthcare Reform and Integration by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43      RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding of Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.



ARTICLE 44      WORK SCHEDULESSection 1.

The normal work day shall be eight hours exclusive of an unpaid lunch period and the normal work week shall be 40 hours within five working days in a seven day period, with the understanding that the basic 40-hour work week would be assigned between Monday and Saturday. For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

All employees in this Unit shall have two consecutive whole days off at least twice monthly, unless otherwise requested by the employee and approved by Management. Management shall make every reasonable effort not to regularly schedule or require an employee to work more than two (2) evenings per week unless such a schedule has been requested by the employee and approved by Management. Management reserves the right to make exceptions to this provision based on service needs.

It is understood and agreed that necessary Sunday work within the Library Department will be assigned on a volunteer basis. If there are not enough volunteers for Sunday work to provide necessary coverage, Management will assign qualified personnel to provide the necessary coverage.

Section 2.                    Sunday Schedules

Work schedules which include Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

Section 3.

Each work day will be designated with starting and ending times and will include an unpaid lunch period and one paid fifteen (15) minute rest period in each half of the day. An employee shall not be required to work during his/her lunch period except in an emergency.

Section 4.

Employees designated to prepare the library for opening at each location will be assigned to a shift starting one hour before the library opens.

Section 5.

Nothing herein shall limit the authority of the County Library to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 6.

The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week.

Section 7.            Alternative Work Schedules

Management may plan and authorize, for employees, alternative work schedules encompassing different hours and/or work locations. Alternative schedules include, but are not limited to, 4/40 plans (4 days per work week at 10 hours worked per day); 9/80 plans (9 work days per two work weeks with 80 hours worked within those two work weeks); and telecommuting plans.

Where alternative work schedules are authorized by Management, an employee may request an alternative work schedule. Such request shall be submitted, in writing, to the employee's supervisor. Management may accept or reject an employee's request. Management shall respond to the request within twenty (20) days of its submission to the supervisor.

Management may discontinue an alternative work schedule assignment at any time and assign the employee or employees to different work hours or to the previous work location, provided ten (10) working days' notice is given to the employee. Transfer to a work location other than the previous location is subject to the provisions of this MOU.

ARTICLE 45      CONSULTATIONSection 1.

There shall be regularly scheduled bi-monthly meetings between representatives of departmental Management and a LACEA, SEIU, Local 721 Committee chosen by the Librarians Policy Committee. These meetings shall be on County time. Management and the Librarians Committee will submit items to be discussed at each meeting to each other at least thirty (30) days in advance of the scheduled meeting to establish a meeting agenda. These agendas may include such items as Management studies, training policies, and future departmental objectives.

County Management agrees to meet, upon request, with LACEA, SEIU, Local 721 for the sole purpose of consultation on items which could result in erosion of this bargaining unit because of the establishment of a new class or classes.

Section 2.

Within 90 days of ratification of this MOU by the Board of Supervisors, Library management agrees to meet with members of the Librarian Policy Committee to obtain input in drafting guidelines for establishing a pool of substitute Librarian I's to help ensure adequate staffing and efficient public service.

Section 3.

Within 90 days of ratification of this MOU by the Board of Supervisors, Library management agrees to meet with members of the Librarian Policy Committee to obtain input in the area of policy and procedures for reporting unsafe working conditions, job requisitions and facility maintenance.

ARTICLE 46      RIGHTS OF UNIT

Management agrees to permit one (1) employee in the Unit, designated by Local 721 as a spokesperson for the Unit, time off with pay to attend meetings between LACEA, SEIU, Local 721 and Management where the subject of such meeting involves basic issues affecting employee relations concerning the entire Unit.

The name of the employee so designated will be provided in writing by Local 721 to Management. LACEA, SEIU, Local 721 agrees that the employee so designated shall neither log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

ARTICLE 47      TRAINING AND TUITION REIMBURSEMENTSection 1.      Training

Management will attempt to develop training programs to meet the specific needs of employees to achieve departmental objectives. A description of the program will be made available to LACEA, SEIU, Local 721 for discussion in consultation meetings.

Section 2.      Tuition Reimbursement

When budgetarily feasible, and at the sole discretion of the Department Head, Management will attempt to establish a Tuition Reimbursement Program encouraging participation of all interested permanent full-time employees of this bargaining unit.

ARTICLE 48      CONTINUING EDUCATIONSection 1.

Management recognizes the advantage of continued education for employees in this unit, and will give consideration to employee requests for participation in available work-related educational programs, conferences and seminars on County time.

Section 2.

Notwithstanding the above provisions and pursuant to the Civil Service Rules, where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may, at his or her discretion, use accrued leave time or up to two (2) days of leave without pay per year for such attendance. In all instances, provisions of this article will be subject to departmental staffing considerations.

ARTICLE 49      ATTENDANCE AT MEETINGS

Management agrees to administer the department transportation system in a manner which ensures that employees directed to attend special meetings will be provided either County transportation or appropriate reimbursement for travel between assigned work location, location of special meeting and return to assigned work location.

Management will make every reasonable effort to factor in travel time when scheduling meetings.



ARTICLE 50      VOLUNTARY TRANSFERSSection 1.

Management will maintain a central file in which permanent employees may indicate their first and second work location preferences. A transfer bulletin will indicate positions open since the last notification. In cases in which failure to fill positions would result in diminishment of public service, the position will be filled on a temporary basis, otherwise the position will remain open for a two-week period after notification. The seniority of the employees requesting such reassignment will be considered but the ultimate placement will be determined by the requirements of the position. Temporary reassignments will not exceed three (3) months.

Employees who have been approved for reassignment will be transferred to their new assignment no more than thirty (30) calendar days from the date of reassignment approval. Management reserves the right to make reasonable exceptions to this provision based on service needs.

Section 2.

In the event there are no requests for reassignment to a vacant position, Management will fill the vacancy through hire, promotion, or by transfer of a qualified employee who has a current request for transfer on file. In making such transfers, the seniority of the employees will be considered, but the ultimate placement will be determined by the requirements of the position.

If a temporary assignment is the result of a vacancy, the open position shall be bulletined for transfer, promotion, or new hire.

### Section 3.

It is understood and agreed that transfers will not be made for disciplinary purposes.

### Section 4.

Prior to the establishment or implementation of redeployment, the parties agree to meet in accordance with Employee Relations Ordinance (Sec. 5.040.090, A) to discuss the process of redeployment of all affected employees covered within this Memorandum of Understanding.

This Section 4 shall be subject to advisory arbitration.

### Section 5.            Involuntary Transfers

Management shall consider geographical preference of the employee being transferred when initiating a transfer. Reasonable efforts will be made to accommodate location preference when practicable.

Nothing herein shall preclude Management from making involuntary transfers of employees based on a specific skill set or operational need.

## ARTICLE 51      POSTING OF EMPLOYMENT VACANCIES

Civil service examinations announcements, and departmental and inter-departmental vacancy notices shall be posted by Management on the Public Library Department's main bulletin board(s) within a reasonable time period following receipt of said notices. Vacant positions will be maintained on a continuous vacancy list and will remain on the list until said position has been filled.

New and/or vacant positions will be posted by means that include, but are not limited to, phone hotlines, transfer notices, civil service exam announcements,, interdepartmental vacancy notices, library websites and interdepartmental computer accounts (i.e., Groupwise, Intranet).

Employees who are interested in information about current job openings can call the Department of Human Resources' 24-hour Job Hotline Information Hotline number at (800) 970-5478.

2. For countywide on-line job information, open competitive and interdepartmental promotional exams, visit LA County's central DHR website at: <http://hr.lacounty.gov>.
3. For Department of Public Library on-line job information and to apply for Public Library exams, visit the County Library's website at: [www.colapublib.org](http://www.colapublib.org) and click on 'Career Opportunities tab. Library employees can visit the County Library's Intranet.

The parties agree that this Article shall not be grieved or arbitrated.

ARTICLE 52      OVERTIMESection 1.      Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. On or after August 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2.                    Usage of Non-FLSA Earned Compensatory Time

Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service as determined by Management.

With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3.                    Saving Clause

The parties agree that due to the delay of the application of the Fair Labor Standards Act to public employees of state and local government until April 15, 1986, the overtime provisions of the 1983-85 MOU shall be applied to employees covered by this agreement instead of the overtime provisions contained in this article for the period of the delay to April 14, 1986.

Provisions of this article shall be applied on and after April 15, 1986, to employees covered by this agreement and the provisions of the 1983-85 MOU shall cease to apply. If during the term of this agreement the Fair Labor Standards Act is determined not to

be applicable to public employees or public agencies through law, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied to employees covered by this agreement and any contrary language shall be deleted subsequent to the effective date of such law, regulation, or court decision.

Section 4.            Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which he/she receives an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 53      SPECIAL PAY PRACTICESSection 1.      Evening Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to Ordinance No. 6222, the Salary Ordinance of Los Angeles County, that during the term of this agreement employees in this Unit shall be paid an evening shift differential as follows:

- A. Effective October 1, 2017, employees who are assigned to a regularly established evening shift shall receive a shift differential of one dollar (\$1.00) per hour for each hour worked on said shift.

For purposes of this Section, an evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m.

Section 2.      Productivity Bonus

- A. Employees in the classes of Librarian II - V, who are required to have full in-charge responsibilities for more than one community library, will receive a two standard salary schedule bonus per month for each complete month that they are required to perform the duties of both assignments.

B. Employees in the classes of Librarian II - V, who in addition to their regular in-charge librarian assignment are required to perform the duties and

responsibilities of a Regional Coordinator, will receive a two standard salary schedule bonus per month for each complete month that they are required to perform the duties of both assignments.

C. Employees in the class of Librarian IV, who perform two (2) of the same, or a combination of any two (2) of the following assignments, which include:

- Regional Coordinator
- Full in-charge responsibility of a community library
- Materials Selector
- Technical Services Section Head
- Youth Services Project Coordinator
- Internet Services Coordinator
- Outreach Coordinator
- Learning Coordinator
- Emergent Literacy Coordinator
- Digital Projects Coordinator

shall receive a two standard salary schedule bonus per month for each complete month that they are required to perform the duties of both assignments.



- D. Employees in the classes of Library Assistant II-IV, who in addition to their regular assignment are required to have full in-charge responsibility for a community library, will receive a two standard salary schedule bonus per month for each complete month that they are required to perform the duties of both assignments.
- E. The provisions of this Section apply only to full-time vacant funded positions.
- F. Employees will qualify for this bonus after fifteen (15) consecutive calendar days on any of the above mentioned dual assignments within a 30-day period.
- G. It is not Management's intent to make assignments to evade the provisions of this Section.
- H. All employees in this bargaining Unit who are assigned to work on Catalina Island shall be entitled to compensation at a rate of four (4) salary schedules higher than their current rate of pay.

Section 3.            Call-Back Pay

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 54      SALARIESSection 1.      Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

Effective October 1, 2015      3%  
 Effective October 1, 2016      3%  
 Effective October 1, 2017      2%  
 Effective April 1, 2018      2%

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
8334	LIBRARIAN I	CURRENT	NM	86H	4388.73	5756.27
		10/01/2015	NM	87J	4520.73	5929.36
		10/01/2016	NM	88K	4656.27	6107.18
		10/01/2017	NM	89G	4749.36	6229.18
		04/01/2018	NM	90D	4844.00	6353.18
8335	LIBRARIAN II	CURRENT	NM	88H	4633.55	6077.36
		10/01/2015	NM	89J	4772.82	6259.91
		10/01/2016	NM	90K	4916.00	6447.55
		10/01/2017	NM	91G	5014.18	6576.09
		04/01/2018	NM	92D	5114.18	6706.91
8336	LIBRARIAN III	CURRENT	NM	90H	4892.00	6416.09
		10/01/2015	NM	91J	5038.91	6608.45
		10/01/2016	NM	92K	5190.55	6806.73
		10/01/2017	NM	93G	5294.00	6942.55
		04/01/2018	NM	94D	5399.09	7080.64
8337	LIBRARIAN IV	CURRENT	NM	92H	5165.09	6773.45
		10/01/2015	NM	93J	5320.00	6976.73
		10/01/2016	NM	94K	5479.27	7185.91
		10/01/2017	NM	95G	5588.36	7329.55
		04/01/2018	NM	96D	5699.55	7475.64
8339	LIBRARIAN V	CURRENT	NM	94H	5452.55	7150.82
		10/01/2015	NM	95J	5615.82	7365.73
		10/01/2016	NM	96K	5784.64	7586.91
		10/01/2017	NM	97G	5900.27	7738.55
		04/01/2018	NM	98D	6017.73	7892.64
8326	LIBRARY ASSISTANT I	CURRENT	NM	73G	3087.73	4036.45
		10/01/2015	NM	74H	3179.09	4157.27
		10/01/2016	NM	75J	3273.27	4281.64
		10/01/2017	NM	76F	3337.91	4367.09
		04/01/2018	NM	77C	3403.55	4454.18

8327 LIBRARY ASSISTANT II	CURRENT	NM	75G	3257.45	4260.73
	10/01/2015	NM	76H	3354.27	4388.73
	10/01/2016	NM	77J	3453.18	4520.73
	10/01/2017	NM	78F	3521.18	4610.82
	04/01/2018	NM	79C	3590.45	4702.45
8330 LIBRARY ASSISTANT III	CURRENT	NM	77G	3436.64	4498.55
	10/01/2015	NM	78H	3538.45	4633.55
	10/01/2016	NM	79J	3642.82	4772.82
	10/01/2017	NM	80F	3714.91	4868.00
	04/01/2018	NM	81C	3788.55	4964.73
8331 LIBRARY ASSISTANT IV	CURRENT	NM	79G	3625.36	4749.36
	10/01/2015	NM	80H	3733.27	4892.00
	10/01/2016	NM	81J	3844.18	5038.91
	10/01/2017	NM	82F	3919.73	5139.64
	04/01/2018	NM	83C	3996.82	5242.00
8381 MEDICAL LIBRARIAN I	CURRENT	N2M	88H	4892.00	6077.36
	10/01/2015	N2M	89J	5038.91	6259.91
	10/01/2016	N2M	90K	5190.55	6447.55
	10/01/2017	N2M	91G	5294.00	6576.09
	04/01/2018	N2M	92D	5399.09	6706.91
8382 MEDICAL LIBRARIAN II	CURRENT	NM	90H	4892.00	6416.09
	10/01/2015	NM	91J	5038.91	6608.45
	10/01/2016	NM	92K	5190.55	6806.73
	10/01/2017	NM	93G	5294.00	6942.55
	04/01/2018	NM	94D	5399.09	7080.64
8384 SENIOR MEDICAL LIBRARIAN	CURRENT	NM	93H	5307.00	6959.64
	10/01/2015	NM	94J	5465.91	7168.36
	10/01/2016	NM	95K	5629.55	7383.82
	10/01/2017	NM	96G	5742.09	7531.27
	04/01/2018	NM	97D	5856.64	7681.27

## Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that, independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 3.            Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
  
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
  - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human

Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4.                    Vacation For Pay Program

A.     Special Vacation Usage (Vacation for Pay Program)

Any special vacation earned during the period from October 1, 1993 through June 30, 1994 may be used with the prior approval of Management.

B.     Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 5.                    Minimum Wage

All SEIU Local 721 bargaining unit members shall be paid no less than fifteen dollars (\$15.00) per hour by July 1, 2018 according to the following schedule:

On July 1, 2016, all bargaining unit members paid below ten dollars and fifty cents (\$10.50) per hour shall have their base salary increased to at least ten dollars and fifty cents (\$10.50) per hour.

On July 1, 2017, all bargaining unit members paid below twelve dollars (\$12.00) per hour shall have their base salary increased to at least twelve dollars (\$12.00) per hour.

On July 1, 2018, all bargaining unit members paid below fifteen dollars (\$15.00) per hour shall have their base salary increased to at least fifteen dollars (\$15.00) per hour.

## APPENDIX A

### **Performance Evaluations**

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

### **Informal Corrective Actions**

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

### **School and Child Care Activities**

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

### **Civil Service Examinations**

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

### **Military Leave**

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.



**Disaster Leave**

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX BOFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

**1. LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

**2. GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

**3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

#### 4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

#### 5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

## APPENDIX C

### EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

# SWHa

U.S. Wage and Hour Division

WHO Publication 1420 Re., issued January 2009

## DEPARTMENT OF FAIR EMPLOYMENT &amp; HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
(916) 478-7251 TTY (800) 700-2320  
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
  - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
  - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
  - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

## DEPARTMENT OF FAIR EMPLOYMENT &amp; HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,  
Elk Grove, CA 95758  
(916) 478-7251 TTY (800) 700-2320  
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND  
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

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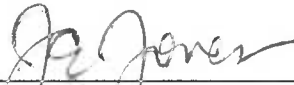
Employer's Contact Person at Employer's Telephone Number

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC  
AUTHORIZED REPRESENTATIVE

By   
BOB SCHOONOVER  
President

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By   
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS



MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
AGRICULTURAL WEIGHTS & MEASURES INSPECTORS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 8<sup>th</sup> day of  
December, 2015,

BY AND BETWEEN

Authorized Management Representatives  
(hereinafter referred to as "Management") of  
the County of Los Angeles (hereinafter referred  
to as "County"),

AND

LOCAL 830, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, (hereinafter referred to as  
"LOCAL 830, AFSCME" or "AFSCME", or  
"UNION").

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ARTICLE 1      RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Local 830, was certified on January 2, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-49-69) as the majority representative of County employees in the Agricultural Weights & Measures Inspectors Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the classification listed in Article 7, SALARIES and any classifications which may be added hereafter by the Employee Relations Commission.

Notwithstanding the above, if exclusive representation is agreed upon between AFSCME and Management, it will also apply in this representation Unit.

ARTICLE 2      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 3            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A.     Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B     Enacts necessary amendments to the County Code, required to implement the full provisions hereof; and
- C.     Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date of ratification by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 5            RENEGOTIATIONSection 1.            Calendar of Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from April 1, 2018 through May 15, 2018, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than June 15, 2018.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2018, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2018, unless the parties mutually agree to continue negotiations.

ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 830 and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions, affiliations, or handicapped status.



## ARTICLE 7            SALARIES

### Section 1.            Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0012	AGRICULTURAL INSPECTOR III	CURRENT	NM	85C	4218.91	5533.45
		10/01/2015	NM	86D	4345.45	5699.55
		10/01/2016	NM	87E	4476.36	5871.18
		10/01/2017	NM	88B	4565.36	5987.91
		04/01/2018	NM	88K	4656.27	6107.18
0004	AGRICULTURAL INSPECTOR AID	CURRENT	NM	63G	2361.91	3087.73
		10/01/2015	NM	64H	2433.00	3179.09
		10/01/2016	NM	65J	2505.00	3273.27
		10/01/2017	NM	66F	2554.36	3337.91
		04/01/2018	NM	67C	2604.73	3403.55
0007	AGRIC/WEIGHTS & MEAS INSPECTOR I	CURRENT	N2M	80C	3891.09	4832.00
		10/01/2015	N2M	81D	4006.73	4977.09
		10/01/2016	N2M	82E	4126.73	5126.91
		10/01/2017	N2M	83B	4208.45	5229.00
		04/01/2018	N2M	83K	4292.09	5333.00
0009	AGRIC/WEIGHTS & MEAS INSPECTOR II	CURRENT	NM	84C	4106.36	5385.73
		10/01/2015	NM	85D	4229.36	5547.18
		10/01/2016	NM	86E	4356.27	5713.73
		10/01/2017	NM	87B	4443.09	5827.55
		04/01/2018	NM	87K	4531.82	5943.91
0011	AGRIC/WEIGHTS & MEAS INSPECTOR III	CURRENT	NM	88C	4576.73	6002.82
		10/01/2015	NM	89D	4714.18	6183.09
		10/01/2016	NM	90E	4856.00	6368.91
		10/01/2017	NM	91B	4952.36	6495.18
		04/01/2018	NM	91K	5051.27	6624.64
0005	ASSOC AGRIC/WGHTS & MEAS INSPECTOR	CURRENT		F		3421.16
		10/01/2015		F		3523.79
		10/01/2016		F		3629.50
		10/01/2017		F		3702.09
		04/01/2018		F		3776.13

Section 2. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a performance evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
  - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee

shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better; the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
  - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4.            Reimbursement - Required Books

The parties agree jointly to recommend to the Board of Supervisors that employees in this Unit be reimbursed for the cost of required books used under provisions of the Tuition Reimbursement Program.

ARTICLE 8            OVERTIMESection 1.            Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave, and vacation pay with the exception that those hours paid during a work week for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. On or after August 1, 1995, at the employee's option, time "on the books" which was accrued between October 1, 1993, through June 30, 1994, may continue to be taken as time off, subject to management approval, or may be converted to pay.

An employee electing payment for any portion of his/her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2.            Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

ARTICLE 9            MISCELLANEOUS

Section 1.

- A.     Except in cases of emergencies, Management will give ten (10) working days' notice to employees assigned to the Antelope Valley where such assignments will involve reimbursement of living expenses.
  
- B.     For purposes of this article, an emergency is defined as the occurrence of an event over which Departmental Management has no control.

Section 2.            Equipment

Management agrees that employees in the Unit will be supplied with equipment required by Management for performance of the job.

Section 3.            Evening and Night Shift Differential

Any employee in the unit who is assigned to a regularly established evening or night shift as defined in Los Angeles County Code, shall receive a per hour bonus of \$0.90 for each hour worked during such shift.

Section 4.            Certificate Bonus//Training Reimbursement

A.     Certification Bonus

Employees in the classifications of Agricultural Inspector I, Agricultural Inspector II and Agricultural Inspector III who possess all five of the Certificates of Eligibility



issued by the State of California for Agricultural regulatory work shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classifications of Agricultural/Weights and Measures Inspector I and Agricultural/Weights and Measures Inspector II who possess all five of the Certificates of Eligibility for Agricultural regulatory work and all three Certificates of Eligibility for Weights and Measures regulatory work issued by the State of California shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classification of Agricultural/Weights and Measures Inspector III who possess a Deputy Agricultural Commissioner or Deputy Sealer of Weights and Measures license issued by the State of California shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

B. Training Reimbursement

Employees in the classifications of Agricultural Inspector III (Item 0012), Agricultural/Weights & Measures Inspector I (Item 0007), and Agricultural/Weights & Measures Inspector II (Item 0009) who successfully take and pass the following certification examinations, or their respective subcategory examinations, shall be reimbursed the cost of each such successfully passed

examination: Pesticide Regulation; Investigation and Environmental Monitoring; Integrated Pest Management; and Commodity Regulation.

Additionally, the cost for taking and passing the weights and measures license examinations listed below shall be reimbursed to the employees in the aforementioned classifications.

Weight Verification (Full examination) OR -

Measurement Verification (Full examination)

Transaction & Product Verification (Full examination)

If, during the term of this Memorandum of Understanding, the State of California changes the certification requirements for agricultural regulatory work, the parties may, at the request of either Management or the Union, re-open negotiations on the terms of this section.

#### Section 5. Alternative Work Schedule

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternative work schedules that mandate the payment of overtime under the Act.

Section 6.            Standardization Bonus

Effective July 1, 1992, any employee in the bargaining unit assigned the majority of his/her time to the Standardization Division's Central Market facility, who also reports to that facility, and works a majority of his/her time on standardization duties, shall be paid additional compensation at the rate of twelve dollars and fifty cents (\$12.50) per pay per period.

The parties have jointly reviewed all assignments and agree that this and only this assignment deserves special monetary recognition.

Section 7.            Shift Separation

If the separation between two proposed shift assignments is less than eight hours, and no emergency situation or employee waiver exists, Management will continue to consider the safety aspects of implementing such proposed shift assignments.

Section 8.            Commercial Truck Driver's License Bonus

Any permanent, full-time Agricultural / Weights & Measures Inspector I, II, & III (Item #0007, 0009 and 0011) whose work assignment requires a Commercial Truck Driver's

License shall receive a bonus of 12 levels, effective March 1, 2004. The bonus payment shall end when the Inspector is reassigned and a Commercial Truck Driver's License is no longer required, or when the Inspector fails to qualify for the Commercial Truck Driver's License.

Section 9.            Rover Bonus

Any permanent, full-time Agricultural Inspector Aid appointed or assigned at management's discretion as Rovers in the Environmental Protection Bureau- Pest Detection Division shall receive a bonus of 8 levels effective October 1, 2015. This bonus shall end when the Agricultural Inspector Aid is reassigned at management's discretion to a Non-Rover role in the Environmental Protection Bureau- Pest Detection Division.

Section 10.        Call-Back Pay

Whenever an employee is unexpectedly ordered by his/her department head or designee to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call-back if the order to return is given to the employee following termination of his/her normal work shift and departure from his/her work location, and such return occurs within 24 hours before the established starting time of the employee's next regular shift.

Compensation for a call-back shall be as follows: For FLSA Covered Employees, as defined by Section 6.15.010(A), who are authorized for paid overtime, there shall be minimum payment equivalent to four hours' pay at the FLSA overtime rate provided in Section 6.15.070(C), unless a different rate of pay is specifically authorized by the Board of Supervisors.

Unless specifically authorized by the Board of Supervisors, an employee who performs multiple call-backs shall not receive compensation for more than one such call if:

- (1) The second call-back or any call-back subsequent to the second call-back occurs within four hours of the initial call-back;
- (2) The affected employee has actually worked less than a total of four hours as a result of such multiple call-backs.

ARTICLE 10      EMPLOYEE BENEFITS AND PAYROLL

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage, parking, Payroll Procedures and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 11      BULLETIN BOARDS

Management will furnish adequate bulletin board space at the work locations indicated below:

Headquarters  
Produce Market  
Lomita  
South Gate  
Sylmar (Olive View)  
And at all Field Stations listed below:

LAX  
  
Irwindale  
  
Yucca Street Warehouse  
  
Bonelli Park

Such space will be labeled "Agricultural Inspectors' Union, Local 830." These boards shall be used only for the following subjects:

Prior to posting, approved material shall be initialed by an authorized representative of Local 830, AFSCME, and the Agricultural Commissioner or his/her designated representative.

- A. AFSCME, Local 830 recreational, social and related news bulletins;
- B. Scheduled AFSCME, Local 830 meetings;
- C. Information concerning AFSCME, Local 830 elections or the results thereof;
- D. Reports of official business of AFSCME, Local 830 including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

In cases where AFSCME represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME at that work location.



ARTICLE 12      PRODUCTIVITY ENHANCEMENT COMMITTEE

The parties agree that one member of the Department of Agricultural Commissioner Productivity Enhancement Committee shall be filled by members of the Agricultural Weights & Measures Inspectors Employee Representation Unit (821) designated by Local 830, AFSCME. The memberships shall be filled on the effective date and terminate at the close of business on the expiration date of this memorandum of understanding.

ARTICLE 13      GRIEVANCE PROCEDURESection 1.      Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2.      Definitions

- A. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
- B. "Business Days" means calendar days exclusive of Saturdays, Sundays, legal holidays and days the Department of Agriculture/Weights and Measures administrative office is not open to the public.

Section 3.      Responsibilities

- A. Local 830, AFSCME, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor, prior to filing a grievance. The immediate supervisor will, upon request of employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

- B. The union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

Section 4.            Waivers and Time Limits

- A. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- C. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.            Employee Rights and Restrictions

- A.     The employee has the right to representation in the preparation of his/her written grievance, and the right to select any person or organization to represent him/her in formal grievance meetings. The employee is required to be present at all grievance meetings.
  
- B.     A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.
  
- C.     An employee may present his/her grievance to Management on County time. In scheduling the time, place, and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department.

Section 6.            The Parties' Rights and Restrictions

- A.     Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
  
- B.     If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

- C. The certified employee representative of the employee's representation unit has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding. Management shall notify Local 830, AFSCME of any grievance involving the terms and conditions of this Memorandum.
- D. If the certified employee representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

## Section 7. Procedure

### Step 1. Immediate Supervisor

1. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his/her knowledge of such occurrence an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

2. Within five business days, the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Bureau Chief

1. Within five business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Bureau Chief or his/her designated representative. The Bureau Chief shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.
2. Within five business days from receipt of the grievance, the Bureau Chief shall give a written decision to the employee using the original copy of the grievance.

Step 3. Agricultural Commissioner/Director of Weights & Measures

1. Within five business days from his/her receipt of the decision at Step 2, the employee may appeal to the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative using the original copy of the grievance.
2. Within ten business days from the receipt of the employee's grievance, the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

3. If the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative shall be final.

Section 8.            Arbitration

- A. Within ten days from the receipt of the written decision of the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative Local 830; AFSCME may request that the grievance be submitted to arbitration as provided for hereinafter.
- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

1. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
2. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which the Commission has established procedures or processes by which employees or employee organization may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reduction, and discrimination; nor
3. The interpretation, application, merits or legality of the rules or regulations of the Agricultural Commissioner/Director of Weights & Measures, Chief Administrative Office or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.



- C. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph B hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Agricultural Commissioner/ Director of Weights and Measures or officer affected, which written request shall:
1. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
  2. Request that said Employee Relations Commission, pursuant to its applicable Rules and Regulation, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.
- D. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and

agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

- E. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
- F. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- G. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision award shall be binding upon the County. If within 60 days of receiving notice of decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The

Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

- H. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 14      GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME, Local 830, and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where AFSCME, Local 830, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME, Local 830 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreements.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved. Local 830, AFSCME shall have the right to meet with the Principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of the Arbitration, Section 8 of Article 13 Grievance Procedure, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 that Article 13 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 13 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the right of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 13.

ARTICLE 15      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 13, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
  - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.



- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award

requiring legislative action by the Board of Supervisors, such legislative action is not taken; the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 16      STEWARDS AND UNION OFFICERS

It is agreed and understood by the parties of the Memorandum of Understanding that there shall not be more than seven (7) stewards within the representation unit as herein defined. Local 830, AFSCME shall give to the Agricultural Commissioner/Director of Weights & Measures of the County of Los Angeles a written list of the names of employees selected as stewards, which list shall be kept current by Local 830, AFSCME. Only those employees designated as authorized stewards will be recognized by the department.

Local 830, AFSCME, agrees, whenever investigation of processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Local 830, AFSCME representatives, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays, after the time of the steward's request, unless otherwise mutually agreed.

Prior to entering other work locations, a steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

Local 830, AFSCME agrees that a steward shall not log compensatory or premium pay time for the time spent performing any function of a steward. The steward shall perform the aforementioned duties without loss of pay.

ARTICLE 17      WORK ACCESS

Authorized Local 830, AFSCME representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions.

Local 830, AFSCME representatives desiring access to a work location hereunder shall state the purpose of his/her visit and request the Agricultural Commissioner/Director of Weights & Measures' authorization at least twenty-four (24) hours before the intended visit unless the parties mutually agree to waive notice.

Local 830, AFSCME shall give the Agricultural Commissioner/Director of Weights & Measures a written list of all authorized representatives which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 18      EMPLOYEE PAYCHECK ERRORSA.    Underpayments

1.    If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2.    The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3.    Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B.    Overpayments

1.    Employees will be notified prior to the recovery of overpayments.
2.    Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 19      PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to receive and read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that they have read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content.

If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have

been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Employees may review their personnel files while on work time.



ARTICLE 20            PAYROLL DEDUCTIONS AND DUESSection 1.            Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Security Clause

Any employee in the unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement. Any employee in the unit may terminate such Union dues deductions during the period December 16 through December 30, in each year of this MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the employee's name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

Section 3.            Agency Shop Election

If, at any time during the term of this Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If a majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4.            Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A.    Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop," means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-labor, non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

B.    Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall in lieu of periodic dues or Fair Share dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop Unit

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

E. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

Upon payment of initial programming costs and monthly maintenance cost as determined by the Auditor-Controller, Management shall provide the Union with access to employee lists via Internet on a monthly basis. The Auditor-Controller will furnish AFSCME Local 830 with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, home address, home telephone number (if available), employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 21      SAFETYSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Management agrees to assign a Safety manual to each member of the bargaining unit. Said manual to remain in the Inspector's possession for the term of his/her employment as an Inspector. Local 830, AFSCME, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his/her steward to the departmental safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the steward may confer with the safety officer who will respond in writing.

If the steward is not satisfied with the response of the safety officer, a Local 830/AFSCME agent may consult with the Chief of the Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his/her designate. A representative of such branch shall investigate the matter and advise the department head and Local 830, AFSCME of his/her findings, and recommendations, if any.

A copy of the minutes for any Safety committee meeting will be made available to an authorized, designated Local 830 Steward upon request, excluding matters of a personal or confidential nature regarding an individual. Local 830 agrees that all other matters contained in said minutes shall be treated in a confidential manner by the Steward designated to receive them.

Section 2.            How Am I Driving Complaints

An employee in this bargaining unit may request to have How Am I Driving Complaints more than two (2) years old removed, at Management's discretion, from his/her Employee Accident File (EAF) Upon receiving said requests, Management shall review the request and assess whether removal is appropriate. The Managerial assessment shall entail a review of the employee's EAF covering the period of time from when the complaint was originally placed in the EAF up to and including the date the request for removal by the employee was filed with Management. The Department shall provide the employee with a written response regarding requests for removals that are granted or denied.



ARTICLE 22      CHANGE OF ASSIGNMENT

Permanent full-time employees in the unit who received at least a competent rating on their last performance evaluation may submit a written request for a new assignment to their department's human resource office.

Requests filed hereunder shall be valid for the period of this Memorandum of Understanding or for one (1) year from the date of filing, whichever comes earlier, and must be renewed prior to the anniversary date of the original request if the employee still desires to be considered for a new assignment beyond that date.

Management may, at its discretion, deny an employee's request for reassignment, where said employee has been reassigned in accordance with the procedure contained hereunder within a twelve (12) month period.

When Management decides to fill a vacancy by assigning a current employee to such vacancy, Management shall review the requests for new assignments currently on file. Management will then select one of the three (3) most senior employees who has the qualifications, skill and ability to competently perform the requirements of the vacancy without additional training. The vacated position of the newly assigned employee shall be filled according to this procedure. Thereafter, vacancies shall be filled at the discretion of Management.

It is understood that this Article does not modify Management's right to promote an employee whenever a vacancy occurs.

For the purposes of this Article, seniority shall be defined as the total amount of continuous service within the Department.

During emergencies or when vacancies occur as a result of opening new facilities, the provisions of this Article shall not apply.

ARTICLE 23      OUT-OF-CLASS ASSIGNMENTSSection 1.      Definitions

- A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for each 30 calendar days the employee performs an out-of-class assignment, subject to the conditions described below. This bonus shall not be prorated.

Section 2.      Conditions

If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus for each 30 calendar days, from the date of request for relief; he/she performs the out-of-class assignment.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

### Section 3.            Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.
  
- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 24            ALTERNATIVES TO LAYOFFSSection 1.            Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a)     discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b)     take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2.            Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3.            Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 25      CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event that County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement.



Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 26      LEAVE OF ABSENCESection 1.      Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's department head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.      Educational Leave

Subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.      Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

#### Section 4.            Jury Duty and Witness Leave

During the time an employee is actually reporting to the Court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the department head or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday, day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided he deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his/her presence as a witness, unless he is a party or an expert witness, he shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

Section 5.            Family Leave

- A.     The parties agreed that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

- B.     The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

- C.     Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability.

Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the county Family Leave Policy.

- D.     An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

ARTICLE 27      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 830, AFSCME nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 28            FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. Where Management finds it necessary to make such change, it shall notify Local 830, AFSCME indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify Local 830, AFSCME of changes resulting from emergent or legal requirements as soon as practicable. Local 830, AFSCME shall notify Management within five working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the Grievance Procedure contained herein. Failure by Local

830, AFSCME to request consultation, pursuant to this paragraph, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 29      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.



ARTICLE 30      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, ordinances and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 31      MANAGEMENTS RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furlough, because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 32      PRODUCTIVITY/WELLNESS

Should Management wish to develop wellness programs in accordance with the Fringe Benefits MOU, participation by employees shall be strictly voluntary, with no financial or other penalty resulting to employees who do not participate. Management shall also include provisions in any such program for handicapped employees.

ARTICLE 33      TRAINING

Management recognizes the advantage of continued education for employees in this Unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings on County time.

Considering the operational needs of the Department and the development needs of the employees, Management will distribute, as equitably as possible among all employees in the same job assignment, paid County time to attend conferences, workshop, seminars, or symposiums, when and if Management provides paid County time to any such employees in such assignment.

The Department Head, or whomever he delegates, will determine the need, kind, amount and timeliness of training to be provided to Unit members, and which of these persons will attend approved training programs.

ARTICLE 34      AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B. The Union's principal authorized agent shall be Local 830, AFSCME. (Address: 514 Shatto Place, 3<sup>rd</sup> Floor, Los Angeles, CA 90020, Telephone (213) 487-9887.)

ARTICLE 35      ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Administrative Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 36GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provisions of Article 13, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 13, Section 8, can be submitted to grievance mediation. Both AFSCME Local 830 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or AFSCME Local 830 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties.



Any final settlement of the grievance shall be reduced to writing and signed by Management, AFSCME Local 830, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 37      BU 821 JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to consult on issues of mutual concern specifically pertaining to unit members in accordance with Employee Relations Ordinance 5.04.090.

The Committee shall be limited to a total of eight (8) members, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and a total of four (4) unit members appointed by the Union shall make up the committee.

During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations and shall commence within thirty (30) days of the ratification of the contract. If the meeting must be cancelled or postponed by either party, every effort will be made to immediately reschedule the meeting to a date and time agreeable to both parties.

Both the Union and Management must mutually agree to the scheduling of any committee meeting which is not a regularly scheduled quarterly meeting.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The parties agree that the Committee may make advisory recommendations to Management for consideration. The parties further agree that the provisions of this Article shall not be subject to any appeal of administrative review including Grievances or Arbitration.

ARTICLE 38      CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 830 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedure affecting employee relations.

ARTICLE 39      EMPLOYEE LISTSection 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 7, Salaries. Such master list may be furnished by management when requested by Local 830 no more than four (4) times a year. Local 830 is entitled to one list at no charge each year of the agreement. Local 830 shall pay to the County \$100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing.

Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 830 with the first master list without charge. Upon Local 830's request, the County will provide the master list in computer tape format following Local 830's payment to the County of an initial \$500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 830 which will advise such employees that AFSCME Local 830 is the certified majority representative of the Unit.

ARTICLE 40      NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 830 representatives shall participate in new employee orientation for the sole purpose of providing employee information regarding Union membership. Department scheduled new employee orientations shall not be rescheduled or delayed for any reason. Human Resource staff shall provide Union provided packages to new employees in lieu of Local 830's participation in scheduled new employee orientations.

This Article shall be subject to advisory arbitration.

ARTICLE 41UNIFORMS

Nothing herein shall be construed to modify in any manner the uniform policy or standards in the Department of Agricultural Commissioner/Weights and Measures nor shall anything herein be construed as a waiver of Management's rights to establish, change or otherwise modify uniform standards and dress codes.

Section 1.Uniforms

A. The parties agree that each employee in the Unit, with the exception of those covered by Subsection D below required by Management to wear a uniform, shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:

- One Protective Cap (selected from two options)
- Five Shirts
- Five Trousers (two pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two pairs of trousers)
- One heavy jacket with liner
- One Tie to be worn for special events only.
- One Sweater

- B. Management agrees to use its best efforts to replace those uniform articles which become unserviceable due to damage or extreme wear within a reasonable time not to exceed ninety (90) days of the employee's request.
- C. Employees of this bargaining unit shall be permitted to purchase class "A" shirts from the vendor, in lieu of class "B", by paying the difference between the County's price for a class "B" shirt and the County price for a class "A" shirt. Employees of this bargaining unit shall be permitted to purchase one heavy jacket with liner from the vendor, in lieu of one light jacket with liner, by paying the difference between the County's price for a light jacket with liner and the County's price for the heavy jacket with liner.

Agricultural/Weights and Measures Inspectors assigned to the Meters Division may substitute up to four coveralls in lieu of the Class B uniforms.

Agricultural/Weights and Measures Inspectors assigned to the dog detector team may substitute up to four cargo pants in lieu of the Class B uniform trousers.

- D. Those Agricultural Inspector Aids required by Management to wear a uniform shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:



- One Protective Cap (selected from two options)
- Five Shirts
- Five Trousers (two pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two pairs of trousers)
- One heavy jacket with liner

To be issued after the Agricultural Inspector Aid has completed six months of service. Management agrees to replace those uniform articles which become unserviceable due to damage or extreme wear.

ARTICLE 42            POSITION CLASSIFICATION STUDYSection 1.            Definition and Authority

For the purpose of this article, a classification study is a study by the Chief Executive Office of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2.            Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow up reports.

Section 3.            Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within 30 days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Chief Executive Office.

Section 4.            Acknowledgment and Follow Up Reports

Management agrees that all employee initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to the Chief Executive Office.

Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 36

By



EXECUTIVE DIRECTOR  
AFSCME Council 36

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By



SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING  
FRINGE BENEFITS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 8<sup>th</sup> day of  
December, 2015,

BY AND BETWEEN

Authorized Management Representatives  
(hereinafter referred to as ("Management")) of  
the County of Los Angeles (hereinafter  
referred to as "County")

AND

SEIU, Local 721, CTW, CLC, (hereinafter  
referred to as "Union").

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ARTICLE 1            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721, and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, disability, or other factors not directly related to the successful performance of the job.

ARTICLE 2            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

1. Acts, by majority vote, formally to approve said Memorandum of Understanding;
2. Enacts necessary resolutions and amendments to County ordinances required to implement the full provisions of this Memorandum of Understanding;
3. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of the Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.



ARTICLE 3      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met; but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 4            RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2018 through May 31, 2018, its written request to commence negotiations.

Upon receipt of proposals, negotiations shall begin no later than June 15, 2018.

ARTICLE 5      RETIREMENTSection 1.

The parties agree to recommend jointly to the County's Board of Supervisors that pursuant to Section 31581.1 of the California Government Code, said Board adopt a resolution that, effective July 1, 2014, and for the term of this agreement only, provides that the County shall pay to the Retirement Fund the amount necessary which, based on actuarial determination, is sufficient to fund the difference between:

- a.     The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in the Fringe Benefit MOU costs based on June 30, 2013, Actuarial Valuation dated February 28, 2014, by Milliman USA, were implemented, and
- b.     The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in Section 2 of this Article were implemented in lieu of the contribution rates set forth in said Fringe Benefit MOU costs based on June 30, 2013 Actuarial Valuation.

Section 2.

The parties agree that, contingent upon action by the Board of Supervisors to adopt a resolution to implement the provisions of Section 1 of this Article, the negotiated employee contribution rates for the term of this agreement for employees who entered the Los Angeles County Employees Retirement Association prior to October 1, 1978, shall be

as follows; provided, however, such contribution rates shall not apply to employees who are covered by the optional non-contributory plan (hereinafter referred to as Plan E) made operative for General Members of said Retirement Association on and after January 4, 1982.

1. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association on or before August 31, 1977, (hereinafter referred to as Plan A for General Members):

## PLAN A FOR GENERAL MEMBERS

Negotiated Employee Contribution Rates  
Effective July 1, 2014

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	4.13%
17	4.19%
18	4.22%
19	4.28%
20	4.33%
21	4.37%
22	4.43%
23	4.49%
24	4.57%
25	4.59%
26	4.69%
27	4.77%
28	4.89%
29	4.97%
30	5.08%
31	5.25%
32	5.35%
33	5.52%
34	5.65%
35	5.86%
36	6.05%
37	6.23%
38	6.44%
39	6.63%
40	6.83%
41	7.03%
42	7.24%
43	7.47%
44	7.64%
45	7.86%
46	8.08%
47	8.26%
48	8.48%
49	8.61%
50	8.70%
51	8.74%
52 and above	8.75%

2. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between September 1, 1977, and September 30, 1978, (hereinafter referred to as Plan B for General Members):

## PLAN B FOR GENERAL MEMBERS

Negotiated Employee Contribution Rates  
Effective July 1, 2014

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	5.79%
17	5.92%
18	6.06%
19	6.19%
20	6.33%
21	6.48%
22	6.62%
23	6.77%
24	6.92%
25	7.08%
26	7.23%
27	7.40%
28	7.56%
29	7.73%
30	7.90%
31	8.07%
32	8.26%
33	8.44%
34	8.64%
35	8.84%
36	9.04%
37	9.24%
38	9.45%
39	9.66%
40	9.87%
41	10.08%
42	10.29%
43	10.48%
44	10.68%
45	10.88%
46	11.06%
47	11.23%
48	11.40%
49	11.55%
50	11.66%
51	11.74%
52 and above	11.75%

Section 3.

The parties further agree that, for the term of this agreement, the employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between October 1, 1978, and May 31, 1979 (hereinafter referred to as Plan C for General Members), and, to the retirement plan for employees who became General Members of said Retirement Association between June 1, 1979 and December 31, 2012 (hereinafter referred to as Plan D for General Members) or who are otherwise eligible to redeposit into Plan D or entitled to reciprocal membership in Plan D pursuant to reciprocity provisions of said Retirement Association; provided, however, such contribution rates shall not apply to employees who are covered by Plan E.



## PLAN C FOR GENERAL MEMBERS

Negotiated Employee Contribution Rates  
Effective July 1, 2014

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	4.93%
17	5.05%
18	5.16%
19	5.27%
20	5.39%
21	5.52%
22	5.64%
23	5.77%
24	5.90%
25	6.03%
26	6.17%
27	6.30%
28	6.44%
29	6.59%
30	6.74%
31	6.89%
32	7.04%
33	7.20%
34	7.36%
35	7.52%
36	7.69%
37	7.86%
38	8.05%
39	8.22%
40	8.41%
41	8.61%
42	8.81%
43	9.01%
44	9.21%
45	9.39%
46	9.59%
47	9.79%
48	9.98%
49	10.16%
50	10.35%
51	10.53%
52	10.70%
53	10.86%
54	11.00%
55	11.11%
56	11.17%
57 and above	11.19%

PLAN D FOR GENERAL MEMBERS  
Negotiated Employee Contribution Rates  
Effective July 1, 2014

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	4.83%
17	4.94%
18	5.05%
19	5.15%
20	5.28%
21	5.40%
22	5.52%
23	5.64%
24	5.78%
25	5.90%
26	6.03%
27	6.17%
28	6.30%
29	6.45%
30	6.59%
31	6.74%
32	6.89%
33	7.04%
34	7.20%
35	7.36%
36	7.52%
37	7.69%
38	7.87%
39	8.04%
40	8.23%
41	8.42%
42	8.62%
43	8.81%
44	9.01%
45	9.19%
46	9.38%
47	9.58%
48	9.76%
49	9.94%
50	10.13%
51	10.30%
52	10.47%
53	10.63%
54	10.76%
55	10.87%
56	10.93%
57 and above	10.94%

Section 4.

The parties agree that General Members in Plans A, B, or C may not transfer to Plan E during the term of this agreement. Members in Plan E may transfer to Plan D, and General Members in Plan D may transfer to Plan E during the term of this agreement. Since Plan E closed to new LACERA members effective November 27, 2012, it is not available for transfer to General Members in Plan G.

Section 5.

The parties mutually agree that the retirement program shall be continued in a manner so that retirement contributions meet the conditions set forth in Section 414(h)(2) of the Internal Revenue Code as presently codified.

Section 6.

The parties agree to meet and confer regarding the impact of any increases in employee retirement contribution rates that may occur during the term of this agreement based on any actuarial valuation required under the County Employees Retirement Law of 1937.

Section 7.

Each newly hired employee shall become a member of Plan G, effective the first day of the month following the date of hire with the following exceptions: 1) Deferred member of LACERA prior to January 1, 2013, who returns to active membership; 2) An individual who becomes a member on or after January 1, 2013, and has established reciprocity based upon membership in a reciprocal system on or before December 31, 2012; or 3) A former

member of LACERA who has re-deposited the accumulated contributions he or she withdrew prior to January 1, 2013 along with the interest those contributions would have earned. Individuals who meet one of these exceptions are entitled to become a member of Plan D or to restore to their former other contributory plan. Former vested Plan E members are entitled to become Plan E members.

For purposes of this Section 7, a "newly hired employee" shall mean an employee appointed to a position which otherwise entitles the incumbent to coverage under General Plan G.

#### Section 8.

The parties further agree to meet and confer on the integration of County retirement benefits with Social Security Retirement Benefits in the event the County re-enters the Social Security system. The scope of such meet and confer process shall be limited to retirement benefits provided under Plans A, B, C, D, and G for General Members and Plans A, B and C for Safety Members to the extent such plans cover employees who are represented by SEIU, Local 721, and are impacted by said re-entry into Social Security.

#### Section 9.

The parties agree that for the term of this agreement a portion of the County contribution to the Options Plan that may be taken as cash if the employee waives health insurance coverage equal to \$244.00 is considered as earnings for retirement purposes for each employee for whom a contribution is made, whether the employee elects to take cash or

not. This section shall not apply to persons hired on or after January 1, 1996. For such employees, no portion of the County contribution to the Options Plan will be considered as earnings for retirement purposes.

#### Section 10.

Following completion of 2000–2003 fringe benefit negotiations and the parties' joint sponsorship of legislation (AB 399), the Board approved and the County implemented the following changes to the retirement plans:

- A. Provided a prospective COLA for Plan E of up to 2% per year based on Consumer Price Index movement for all urban consumers for the Los Angeles/Riverside/Orange County area (1982-1984 bases). Plan E members may purchase the 2% COLA for past service at rates to be determined by LACERA, provided such rates cover the full cost of the COLA for past service.
- B. For Plan E members who retire prior to age 65, reduced to age 62 the age at which the member is:
  - (1) no longer presumed to be working in Social Security covered employment following his or her retirement from the County; and
  - (2) permitted to provide evidence of the member's Social Security primary insurance amount in lieu of the estimated primary insurance amount that

would otherwise be applied in the calculation of the member's Plan E benefit.

This provision only applies to Plan E members who earned Social Security credits through County employment.

- C. Indexed the pre-disability final compensation figure for a Plan E participant on Long Term Disability by the Consumer Price Index movement for the Los Angeles/Riverside/Orange County area (1982-1984 base), not to exceed 2% per year. This provision shall apply only to Long Term Disabilities occurring on or after July 1, 2001.
- D. Established Plan E early retirement factors at the current levels, regardless of future actuarial valuations.
- E. Increased survivor benefits for Plans A, B, C, and D from 60% to 65% and for Plan E from 50% to 55% for all pre-retirement and post-retirement survivor benefits. Service connected survivor benefits payable at 100% are not affected. Persons already retired and persons already receiving survivor benefits will not receive the increase.
- F. Allowed prospective transfers from Plan E to Plan D (without a service buy back requirement) and from Plan D to Plan E (without in service cash out). Members in Plan E may also purchase all, some, or none of their time for Plan D credit. Members transferring from Plan E to Plan D must serve a two year waiting period for all disability retirements. Members who transfer from one plan to another prospectively will receive the appropriate prorated share of benefits from each plan upon retirement.

- G. Increased \$750.00 post-retirement lump sum death benefit for retirees in Plans A, B, C, and D to \$5000.00
- H. Established a \$5000.00 post-retirement lump sum death benefit for retirees in Plan E.

Effective July 1, 2001, the County amended the final compensation period for Plans B, C, and D to be the highest one year.

Section 11.

The County will provide LACERA survivor benefits for domestic partners as permitted by State law.

Section 12.

The County will provide retiree health insurance for domestic partners and their minor children who receive survivor benefits under LACERA.

Section 13.            Joint Labor Management Retiree Health Committee

The Joint Labor Management Retiree Health Committee established during 2006-2009 Fringe Benefit Negotiations shall be permanent. The Committee will consist of five (5) representatives designated by the Union and five (5) representatives designated by management. The Committee shall establish meeting protocols and appoint a Chairperson and Vice- Chairperson from its members. The Chairperson and Vice-Chairperson positions will alternate annually between Union and Management.

The Committee will continue to develop and make joint labor-management advisory recommendations to the Chief Executive Officer to mitigate and control the cost of future retiree health insurance. The Joint Labor Management Retiree Health Committee has recommended and supports the establishment of a Trust and Investment Services Agreement to mitigate the cost of retiree health insurance.

The Committee will be provided with pertinent documentation/information from the County relating to the establishment of the Trust and Investment Services Agreement. The CEO shall review the Committee's recommendations and prepare an analysis and report to the Board of Supervisors for review and consideration.

Local 721 reserves its right to negotiate any Retiree Health recommendation that affects wages, hours, and other terms and conditions of employment.



The County will negotiate with SEIU Local 721 regarding:

- Amendment of the Trust and Investment Services Agreement
- Appointment of a Successor Trustee
- Termination of the Trust,
- Removal of the Trustee (LACERA)

The County will provide the Joint Labor Management Retiree Health Committee with information relating to the operation and funding of the OPEB Trust.

The Trust and Investment Services Agreement was adopted by the Board of Supervisors on May 15, 2012, and was adopted by the LACERA Board of Investments on June 13, 2012.

ARTICLE 6            LONG TERM DISABILITYSection 1.

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the County's Long Term Disability and Survivor Benefit Plan (LTD Plan) to be effective on the effective date of the amending ordinance:

- a) Existing provisions of the LTD Plan stipulate that no benefit shall be payable for any "disability resulting from, or contributed to, by mental or nervous disorder, drug addiction, or alcoholism, except while the employee is under the care of a licensed physician." The parties agree that "care" shall mean regular care under a planned program of observation and treatment by a licensed physician as required by applicable medical standards.
- b) Existing provisions of the LTD Plan require that i) an employee who is sufficiently insured for Social Security Disability Benefits be eligible for or actually receiving such benefits as a condition of receiving LTD benefits beyond the initial 24 months of benefit payments, and ii) that LTD benefits be reduced by the amount of the Social Security Disability Benefits that an LTD disability beneficiary receives. The parties agree that an LTD disability beneficiary who receives Social Security Retirement Benefits in lieu of Social Security Disability Benefits shall not have his/her entitlement to LTD benefits impaired by reason thereof, providing the reason for the individual's entitlement to Social Security Retirement Benefits is due solely to

age and not the fact that the individual is not disabled within the meaning of the Social Security Act. The parties further agree that, in such case, the individual's LTD benefit shall be reduced by the amount of the Social Security Retirement Benefit as if it were a Social Security Disability Benefit, provided, however, that no such reduction shall apply to any LTD disability beneficiary who was receiving LTD benefits prior to the effective date of the ordinance implementing the provisions of this Article.

- c) LTD benefits shall not be payable in any case where an employee has been absent from work for six months or more prior to the commencement of total disability, provided, however, that this exclusion shall not apply to any employee whose absence is due to an approved, non-medical leave.
- d) After sending written notice by certified mail, should the surviving spouse fail to cooperate with the County for a period of 90 days, the survivor benefit payable under the LTD Plan shall be payable to the surviving children of the deceased employee or deceased disability beneficiary who otherwise meets all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same eligibility period shall not subsequently be payable to a surviving spouse.
- e) It is agreed that LTD benefits available to Plan E members are the same as those available to members of Plans A through D.

- f) Extend LTD Survivor Benefits to domestic partners. "Domestic Partner", for purposes of this Article, shall parallel the definition used by LACERA.

## Section 2.

The parties agree to recommend that the Board of Supervisors amend the LTD plan to:

- A. provide a maximum 2% COLA for LTD disability cases commencing on or after January 1, 2001. The COLA would be based on the Consumer Price Index for all urban consumers for the Los Angeles/Riverside/Orange County area (1982-1984 base) for each calendar year, not to exceed 2% per year, commencing the first month following two years of LTD benefit payments.
- B. increase the survivor continuance benefit under the LTD plan to 55%, effective July 1, 2001.

## Section 3.

The LTD Health Insurance Program provides guaranteed access to County-sponsored or County-approved group health insurance for individuals currently enrolled in a health insurance plan and receiving LTD benefits. Effective January 1, 2008 all eligible LTD participants, otherwise eligible to receive LTD benefits, will receive health insurance protection at no cost to the participant. Under this health insurance protection program, the employee would pay 25% of the monthly medical plan premium while receiving LTD benefits, and the County would pay the remaining 75% from a LTD Health Trust Fund. No

person shall be excluded from participating in a County-sponsored or County-approved group health insurance plan solely by virtue of being an LTD Health Plan beneficiary.

Beginning January 1, 2008, employees can elect to "buy-up" 100% LTD Health Insurance subsidy at a cost to the employee to be determined each year by the County. The monthly premium will raise sufficient revenue to fund the program as determined by the County of Los Angeles. Under this optional coverage, the County would pay 100% of the monthly medical plan premium while the employee is receiving LTD benefits.

After two years, LTD recipients who are participants in a contributory retirement plan (i.e. Retirement Plan A, B, C, D or G) must apply for disability retirement benefits with LACERA. Failure to make such application will result in the cessation of LTD benefits. In the event the employee becomes eligible to receive retiree health insurance coverage with LACERA, LTD Health Benefits will cease. The new program would apply only to new disabilities incurred on or after January 1, 2008 and would not apply to employees currently disabled or in the qualifying six month waiting period. Coverage would become effective for those employees after returning to work for a period of six months or more.

The County will ask each health insurance carrier to "experience rate" the LTD group covered in their plans and any increase in premium costs associated with these individuals would be financed from the LTD Health Trust fund.

Employees who do not elect the 100% Optional Coverage would be barred from enrolling in it for two years following that decision. Beginning on January 1, 2005, LTD Health Insurance will be extended to the survivor (including a domestic partner) of an employee who is participating in the LTD health insurance protection program provided that the survivor was listed as an eligible dependent on record prior to the onset of disability.

The definition of "domestic partner" for this purpose will parallel the definition used by LACERA.

ARTICLE 7            INJURY LEAVE

The parties agree that the benefits for persons injured in the course of employment who are not covered by Section 4850 of the Labor Code shall be those set forth in Section 6.20.070 of the County Code and that such benefits shall provide for the following:

- A.     The sum of benefits prescribed by the Worker's Compensation Laws of the State of California plus benefits provided by said Section 6.20.070 and earnings from other employment shall equal 70% of an employee's base salary for a period not to exceed one year from the date of injury or the length of his/her continuous service prior to the date of injury, whichever is less. In no event, however, shall an employee receive less than the benefits required under the law.
  
- B.     If an employee charges an absence due to work-related injury to full-pay sick leave, vacation, accumulated overtime, or accumulated holiday time pending a determination as to the compensability of said injury, he/she shall, in the event said injury is determined to be compensable, be entitled to have 70% of such benefits restored. The remaining 30%, having been used to provide a higher benefit than is authorized for injury leave, shall not be restored. For purposes of this Section, restorable time shall be calculated to the nearest 15-minute increment.
  
- C.     From the time an injury is determined to be compensable until either one year from the date of injury, or the length of the employee's continuous service prior to the

date of injury, whichever is less, an employee may not use any other leave benefits to supplement benefits described in this Article.

- D. Nothing herein shall prevent an employee from using leave benefits to supplement Workers' Compensation benefits available after one year from the date of injury, or the length of his/her continuous service prior to the date of injury, whichever is less.
- E. The County and Local 721 shall form a Labor-Management Committee to meet and consult pursuant to County Code Section 5.04.090(A) on health and medical issues that include but are not limited to workers' compensation, temporary and long-term disability, accommodation of employees with disabling health conditions, and mechanisms to ensure compliance with County policies on health and medical issues. The Committee shall consist of no more than five members of Local 721 and five members of Management. The intent of the Committee is to meet quarterly or more often if the parties mutually agree.



ARTICLE 8                    OPTIONS - CAFETERIA BENEFIT PLAN AND HEALTH, DENTAL  
AND LIFE INSURANCE

Section 1.                    Cafeteria Benefit Plan - Options

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that a cafeteria benefit plan (hereinafter called Plan or Options), pursuant to Section 125 of the IRS Code be implemented for employees covered by the MOU for the period January 1, 2016 through December 31, 2018. The Plan will operate on a Plan year basis as required by Section 125 of the IRS Code. It is the intent of the parties that this plan year will consist of twelve (12) months, January 1 through December 31 of each year. Each election period shall be an open enrollment, unless otherwise indicated.

Section 2.                    Benefits Administration Committee

- A. The Labor and Management Committee known as the Local 721 Benefits Administration Committee (BAC or Committee) will jointly administer the benefits provided to employees covered by this MOU through the Plan. The Committee shall use the Joint Labor-Management Health Insurance Cost Containment Strategic Action Plan (Cost Mitigation, Goals and Objectives) in Appendix A as a guideline in the development and design of benefit plans.
- B. The Committee shall be comprised of five (5) representatives designated by Local 721 and five (5) representatives designated by Management. The Committee shall have the authority, subject to CEO and Board of Supervisors approval when required, to:

1. Develop its own internal procedures, including the scheduling of meetings and reports of contacts with insurance carriers.
2. Negotiate with carriers of County-sponsored insurance plans regarding premium rates and benefit plan design for all benefits provided to employees under the Plan.
3. Review utilization and claims experience of all County-sponsored insurance and benefits plans within the Plan, which may require access to all relevant reports, and face-to-face discussions with both providers and the appropriate agencies. This does not preclude the Committee from requesting similar information for other plans.
4. Engage its own consultant. If it does, the cost of such consultant shall be negotiated by the County and Local 721.
5. Recommend to the CEO which County-sponsored benefit options, (including but not limited to voluntary plans such as life, vision, group legal, educational assistance), and plan carriers will be offered through the Plan.

Members may use their individual resources to analyze, research, and develop recommendations to the Committee regarding new benefit plan options.

The parties agree that during the term of this agreement, the parties will discuss ways to mitigate premium increases for subsequent plan years.

Section 3.            Employees Eligible For Options

- A. Employees eligible for Options will include all full-time permanent employees who are:
1. Represented by Local 721;
  2. Employees in bargaining units covered by Local 721's Fringe Benefits Memorandum of Understanding;
  3. Non-represented employees who are ineligible to participate in the County's Flexible or Mega Flex Benefit Plan for non-represented employees and who are ineligible to participate in the Choices Plan for represented employees.
- B. For purposes of this Plan, "full-time permanent employee" means any employee appointed to an "A," "D," "M," "N" or "Z" item, as defined in Title 6 of the County Code. An eligible employee shall become a "Participant" in the Plan upon meeting all of the requirements for participation set forth above.

#### Section 4.            How The Plan Works

It is the purpose of the Plan to allow Participants to choose among the various benefits contained within the Plan in a manner that best meets their personal needs, and, further, to choose, to the maximum extent permitted by applicable law, between taxable and nontaxable compensation. The benefit options available for the Plan Years 2016, 2017 and 2018 and various rules relating to those options, are set forth below:

##### A.    Health Insurance:

Participants may purchase a County-sponsored health insurance plan.

##### Enrollment Rules:

1.    The County-sponsored health insurance plans will be fully open to all Participants, and their dependents, subject to evidence of eligibility as required by the County. The premiums in effect on January 1 of each Plan Year for the County-sponsored health insurance plans will remain unchanged for the duration of that Plan Year unless mid-year premium increases are required due to imposition of State or Federal taxes.
  
2.    Every participant in the Options Plan must be enrolled in a County-sponsored plan or certify that he/she has other health insurance coverage through another employer, retirement plan or Medicare to receive the waiver contribution. Such certification must state the name of the other insurance plan, name of the employer or retirement plan and the name, the Social Security Number and medical record number of the subscriber.

Beginning in January 2015, participants may decline coverage to enroll in an individual health insurance plan (including enrolling in health insurance coverage through a health care exchange). However, there will be no waiver contribution for participants who choose to decline coverage and enroll in an individual plan.

Effective January 1, 2011, in the event that a participant defaults on providing the required health insurance certification coverage information, he/she shall be defaulted into the lowest cost HMO plan.

B. Dental Insurance:

Plan Participants may purchase a County-sponsored dental plan.

Enrollment Rules:

All dental plans will be fully open to all Participants. As with health insurance, every Participant must be enrolled in a dental plan or certify that he/she has other dental coverage. Such certification shall require the name of the other dental plan, the name of the subscriber and the Social Security number of the subscriber. The premiums in effect on January 1 of each Plan Year for the dental plans will remain unchanged for the duration of each Plan Year, unless mid-year adjustments are required due to imposition of State or Federal taxes.

C. Life Insurance:

All Plan Participants will automatically receive \$2,000 of term life insurance coverage if they are members of Retirement Plan A, B, C, D, or G and \$10,000 of term life insurance coverage if they are members of Retirement Plan E. This coverage is fully paid by the County outside of the Plan.

The effective date of this change is January 1, 2005. Employees in Retirement Plan E may purchase up to \$40,000 of this coverage on a pre-tax basis through the Plan.

Employees in Retirement Plans A, B, C, D or G may purchase up to \$48,000 of coverage on a pre-tax basis through the Plan. Coverage in excess of \$40,000 or \$48,000, whichever is applicable, must be purchased on an after-tax basis outside the Plan.

Subject to the limitations set forth above, participants may purchase optional County-sponsored term life insurance in amounts up to eight (8) times their annual salary. The County will subsidize the three year rate guarantee for optional term life quoted by the insurer at a 15% subsidized rate for the term of this agreement.

Employees may elect to purchase optional life insurance in increments of \$5,000 to a maximum of \$20,000 for their spouse or domestic partner. The effective date of this option is January 1, 2005. Additional coverage of lesser amounts is available for dependents and domestic partners.

D. Accidental Death and Dismemberment (AD&D) Insurance:

Participants may purchase County-sponsored AD&D insurance in specified amounts from \$10,000 to \$250,000, but not more than ten (10) times their annual salary. Additional coverage in lesser amounts is available for dependents.

Enrollment Rules:

Participants may increase or decrease coverage, or continue existing coverage. No evidence of insurability is required.

E. Health Care Spending Account:

Each Participant may allocate from \$10.00 to \$200.00 per month to a Health Care Spending Account. Limits in subsequent Plan Years shall be recommended by the Committee. Money allocated to a Health Care Spending Account may be expended on behalf of a Participant, or of his/her dependents, for "medical expenses," as defined in the Internal Revenue Code, incurred during the current Plan Year. Payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six (6) months after the close of the Plan Year in which the medical expenses were incurred.

Effective with Plan Year 2014, up to \$500.00 of unused Health Care Spending Account funds from the prior Plan Year will be carried over to the next Plan Year.

F. Dependent Care Spending Account:

- 1) Each participant may allocate from \$10.00 to \$400.00 per month to a Dependent Care Spending Account. Increases or decreases in the limits will be recommended by the Committee. Money allocated to a Dependent Care Spending Account may be expended on "employment-related" dependent care expenses, as defined in the Internal Revenue Code. As with the Health Care Spending Account, payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six (6) months after the close of the Plan Year in which the dependent care expenses were incurred.
  
- 2) Effective with the Plan year beginning January 1, 2008, the County shall provide a monthly contribution to each participant's Dependent Care Spending Account based on the employee's annual salary as follows:

<b>Employee Gross Annual Salary</b>	<b>Employer Contribution per month</b>
Less than \$29,999	\$375
\$30,000-\$34,999	\$300
\$35,000-\$39,999	\$275
\$40,000-\$44,999	\$200
\$45,000-\$49,999	\$125
\$50,000 or more	\$75



The County contribution towards Dependent Care Spending Account for Local 721 members is subject to an annual limit not to exceed \$5 Million Dollars for plan years 2016, 2017 and 2018 (for a total of \$15 Million Dollars).

Any remaining amount not used in the Plan Year will be returned to the County's General Fund.

Participants in the Options Dependent Care Spending Account will be able to use their account for eligible Child Care and/or Elder Care expenses up to the maximum allowable contribution amount. Participants would be required to sign up for the Dependent Care Spending Account subject to existing administrative rules, IRS regulations, and other requirements governing flexible spending accounts. The implementation of the County contribution towards Options Dependent Care Spending Account shall not change any of the IRS guidelines and/or claims procedures as established by the Committee and outlined in the Health Care and Dependent Care Spending Accounts booklet. The Benefits Administration Committee (BAC) Joint Labor-Management Committee will be responsible for making recommendations regarding the administration of the Dependent Care Spending Account and developing communication materials and election information. The provisions for the Options Dependent Care Spending Account will be provided during the term of this MOU agreement.

G. Election Procedures:

1. Eligible employees shall make their benefit elections pursuant to procedures established by the Chief Executive Office.
2. Newly hired and newly eligible employees shall have sixty (60) days to enroll.
3. An employee shall become a Participant effective on the first day of the month following the date on which the enrollment document is submitted. A newly hired employee who fails to act within the above time limit will be deemed ineligible to participate in the Plan until the next Plan Year. For purposes of this Plan, "hired" means appointment to a position eligible for the Plan.
4. Employees who fail to submit the required enrollment documentation during an annual open enrollment within the established time frame will be subject to the default rules set forth below:
  - a) If the defaulting employee is currently enrolled in a County-sponsored health insurance plan, he/she will become a Participant in the Plan for the subsequent Plan Year, and will be deemed to have elected to perpetuate his/her existing benefit coverage relative to health insurance, dental insurance, optional life insurance, and AD&D

insurance. The "existing coverage" for this purpose will be the coverage reflected on each Participant's pay warrant on the 15th of the month immediately preceding the effective date of his/her election for all Plan Years. Such employee will not be entitled to receive coverage under a Health Care or Dependent Care Spending Account, and he/she will not receive any taxable cash unless the cost of his/her perpetuated nontaxable benefit coverage is less than the amount of the County contribution.

- b) If the defaulting employee is not enrolled in a County-sponsored health insurance plan, he/she will be deemed ineligible to participate in the Plan until the next Plan Year.

#### **H.** Maintenance of Benefits

Unless otherwise agreed to by the County and the Union, all insurance coverage sponsored by the County shall retain the levels of benefits in effect on January 1, 2016 through December 31, 2018.

Effective January 1, 2003, the parties implemented a \$5.00 mandatory office co-pay for the Kaiser and PacifiCare HMO - (high option) health plans, a \$5.00 prescription co-pay for the Kaiser plan, and a \$5.00 generic/\$10.00 brand name prescription co-pay for the PacifiCare HMO - (high option) plan.

Effective January 1, 2008, the parties implemented a \$10.00 mandatory Office/Urgent Care co-pay for the County sponsored HMO health plans, and a \$5.00 generic/\$20.00 brand name prescription co-pay for the County sponsored HMO health plans. Beginning in plan year 2008, pediatric Office/Urgent Care co-pays will be zero dollars (\$.0) for children up to age five (5).

Beginning in plan year 2009, the parties elected to waive co-pays for preventative care for the County sponsored HMO plans.

Beginning in plan year 2009, the parties implemented the following enhancements to the dental PPO:

- 1) Increased the annual plan maximum to \$1,750 across all three network tiers,
- 2) Added orthodontia coverage for adults and children with a 50% coinsurance subject to a \$1,200 lifetime maximum,
- 3) Added coverage for dental implants with 50% coinsurance subject to the annual plan maximum, and
- 4) allowed a third teeth cleaning if medically recommended.

Effective January 1, 2010, the parties increased the United HealthCare (UHC) Choice Plus PPO lifetime maximum benefit to \$5 million.

In accordance with the Affordable Care Act there is no lifetime maximum on any County sponsored health plan.

I. Miscellaneous Rules:

1. Unpaid Leave of Absence:

As stated above, an employee loses the monthly County contribution if he/she is not in a pay status at least eight (8) hours in the preceding month. In all other respects, however, an employee who goes on an unpaid leave of absence will continue to be a Participant in the Plan. If the employee pays for his/her insurance premiums while on leave, coverage(s) will continue and all deductions will resume upon the employee's return to an eligible pay status. However, if the employee allows his/her insurance coverage(s) to be canceled, when he/she returns to an eligible pay status coverage(s) will resume with a new effective date which will be the 1st of the month after the employee has been in a pay status at least eight (8) hours in the preceding month.

2. Breaks in Service:

An employee who breaks service and then re-enters during the same Plan Year will be required to complete the current Plan Year with the benefit election in place at the time of the break. If the employee returns during a

different Plan Year, he/she will be treated as a new hire. An employee who breaks service and who has elected coverage under the Health Care Reimbursement or Dependent Care Reimbursement options will be deemed to be a Participant in the Plan through the end of the current Plan Year for the limited purpose of claiming any amounts set aside for said benefits prior to the break.

3. Change in Family Status:

An employee must submit his/her change in coverage or life event within ninety (90) days from the date of a qualified change in family status to be eligible for any increase in, or alternate use of, the County Contribution. No refund of premium overpayments will be made if a change in coverage or life event is not received within the ninety (90) day period.

Section 5.            Contributions

- A. The County will make contributions on behalf of each Participant pursuant to the following three rate structure for the term of this agreement:

<u>Coverage</u>	<u>Monthly Contribution</u>		
	<u>2016</u>	<u>2017</u>	<u>2018</u>
Employee who waives health insurance coverage	\$ 228.00	\$ 228.00	\$ 228.00
Employee only	\$ 852.60	\$ 899.49	\$ 953.46
Employee plus one dependent	\$1,555.61	\$1,641.17	\$1,739.64

Employee plus two or more dependents	\$1,837.66	\$1,938.73	\$2,055.05
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Management will contribute a one-time only \$250.00 payment to the Options contribution on January 1, 2014 and July 1, 2014 for a total of \$500.00 during the term of the agreement. The two (2) one-time payments also apply to Options participants who waive coverage.

B. Taxable Cash

Any portion of any County contribution which is not used to pay for the costs of nontaxable benefits available under this Plan shall be paid to the Participant as taxable cash.

C. In addition, in Plan Years 2016, 2017 and 2018, the County will buy down the premium of any County or Union sponsored health plan so the premium is decreased \$6.00 per month for employee only coverage, \$9.00 per month for employee plus one dependent coverage, and \$11.00 per month for employee plus two or more dependents coverage.

D. No employee may receive multiple contributions from the Plan, the Choices Plan, the Los Angeles County Flexible and Mega Flex Benefit Plan, or any other County contribution toward any health or dental insurance plan during the same month. An employee who would otherwise be eligible for more than one such contribution

during any month will be entitled to the contribution to which his/her status on the last day of the month entitles him/her.

- E. If an employee's nontaxable benefit selections cost more than the amount of the applicable County contribution, the difference will be made up with pretax salary reduction contributions. Salary reduction contributions are additional contributions made by the County in exchange for an equivalent reduction in an employee's taxable compensation. No County contribution or salary reduction contribution will be made on behalf of any Participant if he/she has not been in a pay status for at least eight (8) hours during the preceding month. Unless otherwise required by State or Federal law, salary reduction contributions shall have no adverse effect on County retirement benefits authorized by the 1937 Retirement Act, the Public Employees Pension Reform Act of 2013 (PEPRA), or any other employee benefit.

Section 6.            PPO Dental Subsidy

Beginning January 1, 2010, the premiums for these plans will be on a three tier basis. For each month of the term of this contract, the County contribution to participants in the Indemnity/PPO dental plan shall be as follows:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Employee Only	\$20.59	\$20.59	<u>\$20.59</u>
Employee plus one dependent	\$36.02	\$36.02	<u>\$36.02</u>



Employee plus two or more dependents	\$56.58	\$56.58	<u>\$56.58</u>
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If the County discontinues the buy down of the PPO dental plan, the cost of such buy down shall be added proportionately to the contribution rate of all Options participants, whether such participants purchase the PPO dental plan or not.

Section 7.                    Administrative Fee

A \$2.00 per month minimum fee shall be charged to each participant for the County costs to administer the Plan. A monthly administrative fee, as determined by the Committee may be charged to each participant. Such fee shall be for enrollment, communications, third party administration, etc.

The above fee shall be collected via tax free salary reduction. It is the intent of the parties that all administrative costs of the Plan be revenue neutral.

Section 8.                    Health Insurance for Temporary and Recurrent Employees

- A. The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code, that the County contribution toward health insurance for certain temporary and recurrent employees who are not eligible for the Plan be as set forth below for the term of this agreement.

<u>Coverage</u>	<u>Monthly Contribution</u>		
	<u>2016</u>	<u>2017</u>	<u>2018</u>
Employee only	\$715.84	\$755.21	\$800.52
Employee plus one dependent	1,271.41	\$1,341.34	\$1,421.82
Employee plus two or more dependents	\$1,459.44	\$1,539.71	\$1,632.09

Management will contribute a one-time only \$125.00 payment on January 1, 2014 and July 1, 2014 for a total of \$250.00 during the term of the agreement to the Pension Savings Plan account for temporary and recurrent employees who are not eligible to the Options program.

In addition, the parties agree that the County will provide the same health insurance subsidy listed above to non-student part-time employees as described below.

B. Health Insurance Subsidy for Non-Student Part-time Employees Eligible for Participation

1. An employee will be eligible to enroll in subsidized health coverage if the employee is in a non-student position and is in a pay status for an average of twenty (20) hours a week for the three (3) consecutive months prior to enrollment.

An employee will be deemed to be in a pay status for an average of twenty (20) hours a week for the three (3) consecutive months prior to enrollment if:

- a. The employee is on a daily or hourly item and the employee's total pay status hours for the three (3) consecutive months prior to enrollment is equal to or greater than 24 hours.
  - b. The employee is on a 1/2, 3/5, 5/8 or 2/3 monthly item and the employee's total pay status hours for the three (3) consecutive months prior to enrollment is equal to or greater than 256 hours.
2. The contributions provided for in Section 8A shall be paid on behalf of any employee who a) is employed on a monthly temporary ("O" Item), monthly recurrent ("B" Item), or monthly permanent 3/4 time ("Y" Item) as defined in Section 6.28.020 of the County Code, and b) is not a participant in the Choices Options Plan. In no event shall a County contribution be made on behalf of any employee who has not been in a pay status for at least eight hours during the preceding month.

C. Initial Enrollment

The initial enrollment will allow for health benefits to be effective July 1, 2001.

To determine eligibility for the initial enrollment, the months of January, February and March of 2001 will be used to determine if an employee is in a pay-status for an average of thirty (30) hours a week.

Effective January 1, 2010, employees in a pay-status for an average of twenty (20) hours a week during, and, any three (3) consecutive month period will be eligible to enroll in subsidized health coverage.

D. Ongoing Eligibility

To receive a contribution to a health insurance for a month, an employee must be in a pay status for at least eight (8) hours in the prior month. Effective January 1, 2007, an employee will be taken off this benefit effective July 1, if an employee is in a pay-status for an average of less-than twenty (20) hours a week during January, February, and March.

Management agrees not to reduce work hours of such employees for the sole purpose of denying them this benefit.

Section 9.                    Flexible Benefit and Mega-Flex Benefit Plan

Permanent County employees currently participating in, or eligible to participate in the Flexible Benefit Plan (FBP) and/or Mega-Flex Plan (Pensionable and Non-Pensionable), shall continue to be eligible for and participate in said plans upon unit certification or

accretion into a Local 721 bargaining unit. Any and all future changes the County makes to the Flex and Mega-Flex Benefit Plans for non-represented employees, including contributions, plan design and benefit changes, shall be extended to and become part of said eligible or participating employee's Flex and Mega-Flex Plans.

It is the intent of Section 9 to provide a "grandfathered" benefit to employees currently receiving or eligible to participate in the Flexible Benefit/Mega-Flex Plans that elect to be represented by a certified employee organization. Any new employee subsequently hired or promoted into an accreted job classification or a classification covered by unit certification previously covered by the Flex/Mega-Flex Plan shall not participate in the Flex/Mega-Flex Program.

The County shall not discriminate against non-represented employees upon unit certification or accretion into a Local 721 bargaining unit, or otherwise restrict their participation in the Flex and Mega-Flex Benefit Plans, on the basis of their status as represented employees.

The parties agree that the exclusive management, control and administration of the Flex/Mega-Flex Program shall be at the discretion of the County. Any current and future changes or modifications to the Flex/Mega-Flex Program will be at the sole discretion of Management subject to the County meeting and consulting with the Union prior to implementing any changes to the plan(s). Any employee currently covered by Flex/Mega-Flex may waive this benefit and opt on a one-time only basis to be covered by Options.

Once an employee elects to be covered by Options this choice will be irrevocable.

Section 10.            Joint Labor-Management Health Insurance Committee

The parties agree to establish a Joint Labor-Management Health Insurance Committee. The Committee will consist of seven (7) representatives designated by SEIU Local 721 and seven (7) representatives designated by County Management. The Committee shall establish meeting protocols and appoint a Chairperson and Vice-Chairperson from among its members. The Chairperson and Vice-Chairperson positions will alternate annually between Management and Union.

The purpose of the Joint Labor-Management Committee is to meet, explore and review the feasibility of establishing an Operational Plan to utilize Los Angeles County's health care delivery system as an option for employees and new hires to select as part of their health insurance benefit program. County Management and SEIU Local 721 may engage their own consultant to participate in the discussion and engagement process. The Committee will develop and make advisory recommendations to the Chief Executive Officer.

SEIU Local 721 reserves its rights to negotiate any health insurance cost mitigation recommendation that affects wages, hours and other terms and conditions of employment.

## ARTICLE 9            RENTAL RATES

The parties agree to recommend to the County's Board of Supervisors that the monthly rental rates for employee-occupied County housing shall be as follows:

<u>Address</u>	<u>Rate Effective</u> <u>10/01/09</u>
<u>Warm Springs Rehabilitation Center</u>	
Bldg. #5677 (Iguana Lodge)	
Rm. 1	90.00
Rm. 2	90.00
Rm. 3	90.00
Rm. 4	100.00
Bldg. #2950	300.00
Bldg. #2972	550.00
Bldg. #2946	1100.00
Area II (Trailer pad)	275.00
<u>ACTON Rehabilitation Center</u>	
Building #0877	
Rm. 1	150.00
Rm. 2	100.00
Rm. 3	150.00
Trailer Pads (Mobile Home)	
Pad #1	275.00
Pad #2	275.00
Pad #3	275.00
Pad #4	275.00
Pad #5	275.00
Pad #6	275.00
Apartment/Annex	290.00

<u>Address</u>	<u>Rate Effective 10/01/09</u>
<u>Department of Parks and Recreation</u>	
1418 Descanso Drive, La Canada 91001	220.50
5441 Palm, La Canada	143.51
Vasquez Rocks 10700 W. Escondido Cyn. Rd. Agua Dulce	231.53
<u>Department of Internal Services</u>	
12441 Osborne Street, Pacoima	151.04



ARTICLE 10      BILINGUAL PAY

The parties agree to recommend to the County's Board of Supervisors that said Board adopt and implement, through amendment to the County Code, an increase in the additional compensation which may be received, if all the conditions enumerated in Section 6.10.140 of said code are met, from \$80 per month to \$100 per month (\$50.00 per pay period) effective January 1, 2001.

The parties further agree to recommend to the County's Board of Supervisors that effective January 1, 1992, said Board adopt and implement through amendment to County Code Section 6.10.140 that temporary and recurrent employees who meet the conditions stated in said County Code shall be eligible to receive bilingual pay.

ARTICLE 11      PAYDAYSSection 1.

The parties agree that payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued semi-monthly on the 30th day of the month for work performed from the first day through the fifteenth day of the month and on the 15<sup>th</sup> day of the following month for work performed from the sixteenth day through the last day of the month. If such a day falls on a Saturday, Sunday, or holiday, the payday shall be the immediately preceding regular work day. Employees may opt to participate in the Direct Deposit Program, in which the entire semi-monthly net pay is automatically deposited directly into the employee's checking or savings account at the bank, savings and loan, or credit union of his/her choice which is a member of the Automated Clearing House. Such deposits will be made on or before the 15th and 30th days of each month.

Section 2.

The provisions of this Article will be impacted by the implementation of a new payroll/personnel system commonly known as e-HR in on or after January 2010 through December 31, 2012. Any impact on implementation of the proposed system changes (including bi-weekly pay) on wages, hours, or other terms and conditions of employment will be negotiated with Local 721 in the same manner, and subject to the same conditions, as that provided for in Article 29 e-HR of this Memorandum of Understanding.

ARTICLE 12      SICK LEAVE

Section 1.

Effective with the pay period ending April 15, 2012, the Sick Leave Pay Period Accrual Rate shall be as follows:

Rule 1. For employees authorized 64 or 80 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.

Rule 2. For employees authorized 64 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual Rate shall be six hours and 32 minutes (6:32) per pay period.

Rule 3. For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.

Rule 4. For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual Rate shall be six hours and 32 minutes (6:32) per pay period.

The aforementioned rates replace the accrual methods formerly utilized under the Countywide Timekeeping and Personnel Payroll System (CWTAPPS). Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012 will be made using the rates formerly in effect under CWTAPPS.

All other provisions prior to eHR implementation and not related to accrual remain the same as described in Sections 5 of this Article.

## Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation through amendment to said County Code that during the term of this agreement only, full-time, permanent employees may be paid for unused full-pay sick leave as follows:

- a) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2015, through December 31, 2015, and if, by December 31, 2015, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2015.
- b) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from

January 1, 2016, through June 30, 2016, and if, by June 30, 2016, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2016.

- c) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2016, through December 31, 2016, and if, by December 31, 2016, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2016.
- d) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2015~~7~~, through June 30, 2015~~7~~, and if by June 30, 2015~~7~~, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2017.

- e) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2017, through December 31, 2017, and if, by December 31, 2017, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2017.
  
- f) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2018, through June 30, 2018, and if by June 30, 2018, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2018.
  
- g) Further, an employee who elects to receive payment for unused sick leave as provided in this Article shall make his/her election known in a manner prescribed by Management within one month following the date said employee qualifies for said payment.

### Section 3.

For purposes of this Article, a day of full-pay sick leave shall be defined as:

- a) Eight (8) hours for persons employed on a forty (40) hour per week basis.

- b) A pro rata portion of eight (8) hours in the case of one-half time or more permanent employees.
- c) Twelve (12) hours for persons employed on a fifty-six (56) hour per week basis in the Probation Department, the Fire Protection Districts, and the Forester & Fire Warden's Department.
- d) Eleven (11) hours for all other persons employed on a fifty-six (56) hour per week basis.

Section 4.

The parties further agree to recommend to the County's Board of Supervisors that Section 6.20.040 of the County Code shall continue to provide part pay sick leave benefits based on length of service. Such benefits shall be at the rate of 65% and 50% pay and shall be available for use subject to the conditions and limitations set forth in said County Code.

Section 5.

Notwithstanding the provisions of Section 1 above, full pay sick leave was formerly earned and accrued as follows:

Employees hired prior to July 1, 1986, shall, effective January 1, 1994, earn 0.050 of an hour of full pay sick leave (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service during a pay period. Qualifying hours include all active service hours, but do not include regular days off or overtime. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year.

Employees will no longer receive a lump of sick leave on January 1 of each calendar year. Such employees will receive, on January 1, 1994, a number of days of special usage only sick leave on a one-time only basis. This number of days is equal to such employees' annual maximum number of full pay sick leave days. This special sick leave can be used only after all other full pay sick leave subject to 50% payoff at termination is used, (that sick leave earned on or after January 1, 1971), but may be used before full pay sick leave subject to 100% payoff is used (that sick leave earned prior to January 1, 1971). This special sick leave is not paid off at termination. Upon termination, an employee who otherwise qualifies for payoff of unused full pay sick leave is, in addition to all previously accrued and unused full pay sick leave, paid off for 50% of his or her current annual maximum number of sick leave days less any full pay sick leave taken in the year of termination.

Employees hired on or after July 1, 1986 shall, effective upon the implementation of phase 2 of the County-wide Timekeeping and Payroll-Personnel System (CWTAPPS) earn 0.050 of an hour (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service worked during a pay period. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year.



Section 6.            Personal Leave

Beginning January 1, 2007, employees may use up to 96 working hours (up to 144 working hours for those employees employed on a 56-hour workweek) of accrued full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030 A(2). When leave pursuant to this Section is needed to attend to the illness or injury of a family member as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefit MOU, departmental requirements for prior approval will be applied only to the extent practicable.

Persons employed in positions requiring a California license to practice nursing will be able to use up to 96 working hours for personal reasons in any one calendar year.

ARTICLE 13      PAYING OFF TIME CERTIFICATES

After an employee leaves County service, he/she shall be paid for any unused and payable sick leave, accumulated holiday time, and vacation time at the workday rate of pay in effect on the employee's last day of County Service. Such payment shall be made in one lump sum payment within 30 days or as soon as practicable thereafter. Payment for accumulated overtime shall be paid on the same basis.

Employees, other than those laid off due to a reduction in work force, who are later reemployed or reinstated by the County, shall be considered new employees in all respects with regard to service, compensation, and benefits.

Any full-time permanent employee, who has at least six months continuous service and is laid off pursuant to Civil Service Rules with less than 10 business days' notice, shall be eligible to receive, at the employee's option, one-half of any earned base pay remaining on the books as of the employee's last day of County service. Upon the employee's request to the appointing authority, such payment shall be made within five business days following the employee's last day of County service. The employee's departmental payroll section shall submit the appropriate payroll information to the Auditor-Controller within two business days from the date of the employee's request.

ARTICLE 14      MEAL RATES

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following meal rates to be paid by those persons who purchase meals in County institutions:

	Effective <u>10/01/09</u>
Breakfast	\$2.00
Lunch	\$2.50
Dinner	\$3.00

All employees who are currently provided free meals by the County shall continue to receive free meals for the term of the Memorandum of Understanding.

## ARTICLE 15      VACATION

### Section 1.

Effective with the implementation of Phase 3 of eHR for the pay period ending April 15, 2012, vacation shall be earned and accrued on a pay period basis for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before the implementation of eHR. Employees will also accrue the higher rate and additional hours of vacation to which the employee is entitled as a result of his/her length of service on his/her respective anniversary hire date.

Vacation will be accrued according to the following eHR rates instead of the CWTAPPS rates previously in effect:

**Table 1.      Vacation Accrual Rates for 40 hour Employees**

<b><u>Vacation Years of Service</u></b>	<b><u>Vacation Pay Period Accrual Rate</u> <i>(hours: minutes)</i></b>	<b><u>Maximum Hours</u></b>
Less than 4 years	3:35	80
4 to less than 9 years	5:14	120
9 to less than 10 years	5:35	128
10 to less than 11 years	5:55	136
11 to less than 12 years	6:16	144
12 to less than 13 years	6:37	152
13 to less than 20 years	6:58	160
20 to less than 21 years	7:19	168
21 to less than 22 years	7:40	176
22 to less than 23 years	8:00	184
23 to less than 24 years	8:21	192

24 years or more	8:42	200
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**Maximum Carry Over = 480 Hours**

**Maximum In-Service Payout = 160 Hours**

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**Table 2. Vacation Accrual Rates for Probation 56 hour Employees**

<b><u>Vacation Years of Service</u></b>	<b><u>Vacation Pay Period Accrual Rate (hours:minutes)</u></b>	<b><u>Maximum Hours</u></b>
Less than 4 years	4:58	112
4 to less than 9 years	7:19	168
9 to less than 11 years	8:22	192
11 to less than 13 years	9:24	216
13 to less than 20 years	9:45	224
20 to less than 21 years	10:14	235
21 to less than 22 years	10:42	246
22 to less than 23 years	11:14	258
23 to less than 24 years	11:42	269
24 years or more	12:11	280

**Maximum Carry Over = 672 Hours**

**Maximum In-Service Payout = 224 Hours**

Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012 will be made using the rates in effect under CWTAPPS.

Prior to the implementation of eHR Phase 3, vacation was earned and accrued under CWTAPPS as described below:

Each employee otherwise eligible to receive paid vacation shall be credited with that amount of time earned since the employee's last vacation anniversary date. The only exception to this March 1, 1993, posting is for new employees who have not completed one year's service. For such employees, the pro rata share of vacation will be posted as reserve time and not be available for use until the employee completes one year. At that time, all the March 1, 1993, time plus accrued time since March 1, 1993 will be available for use. Subsequently, such employee will accrue additional vacation each pay period based on the accrual tables listed below for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before implementation of CWTAPPS.

Table 1a.      Vacation for 40 hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.041	80
4-9 years	0.060	120
9-10 years	0.064	128
10-11 years	0.068	136
11-12 years	0.072	144
12-13 years	0.076	152
13 years or more	0.080	160

Table 2a.      Vacation for 56 hour Probation employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.057	112
4-9 years	0.084	168
9-11 years	0.096	192
11-13 years	0.108	216
13 years or more	0.112	224

Table 3a. Vacation for Fire Department 56 hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.075	144
4-10 years	0.097	192
10-12 years	0.111	216
12 years or more	0.122	240

Section 2.

Effective with the implementation of Phase 3 of eHR for the pay period ending April 15, 2012 and at the end of each calendar year thereafter, a 40-hour employee shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 480 hours to a maximum payout of 160 hours and a 56-hour employee shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 672 hours to a maximum payout of 224 hours. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of the calendar year.

Section 3.

Nothing in this Article diminishes the department head's authority to grant, schedule, and defer vacation time.

ARTICLE 16      BEREAVEMENT LEAVESection 1.

The parties agree to recommend to the County's Board of Supervisors that bereavement leave shall be as defined and provided for in the County Code in the event of death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, great-grandfather, great-grandmother, grandfather, grandmother, grandchild, or domestic partner, and domestic partner's father, mother, stepfather, stepmother, child, stepchild, and grandchild.

The parties further agree that effective January 1, 1999, if an employee is required to travel a minimum of 500 miles one way, he or she shall be eligible to receive 2 additional working days of bereavement leave for a total of 5 days. In addition, the employee shall be allowed use of other paid or unpaid leave if one-way travel over 500 miles is required.

Section 2.

Nothing in this Article precludes an employee from requesting additional time off for bereavement as defined above. If granted by Management, such additional time off for bereavement shall be charged to the employee's accrued vacation, overtime, personal leave, or holiday time, or taken as time without pay, as elected by the employee.



## ARTICLE 17      HOLIDAYS

### Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors for adoption and implementation through amendment to the County Code that the following dates be observed as holidays during the term of this agreement:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	Last Monday in March (effective 2017)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas	December 25

### Section 2.

In the event an employee covered by this agreement is scheduled to work a named holiday on or after January 1, 1996, such holiday may be accrued and taken off at a time chosen by the employee, subject to the approval of management. All unused holiday time not taken after two years from the date of the individual holiday may be paid at the employee's current rate at the option of Management. All accrued holiday time shall be paid at the employee's current rate when the employee separates from County service.

ARTICLE 18      DEFERRED COMPENSATION AND THRIFT PLANSection 1.

The parties have mutually agreed to the provisions of the Deferred Compensation and Thrift Plan ("Plan"), also known as Horizons, which is fully set forth in Chapter 5.25 of the County of Los Angeles Code as it was restated on August 19, 2003. With respect to employees covered by this Memorandum of Understanding, the Plan provides benefits mutually agreed upon by the parties. The parties intend that Horizons shall operate as an eligible deferred compensation plan pursuant to Section 457 of the Internal Revenue Code and other applicable laws.

Section 2.

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.25 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,
- B. The monthly matching contributions provided in Section 5.25.050 of the Plan, beginning on January 1, 2001 shall be dollar-for-dollar to a maximum of 4% of the participant's compensation, as defined in the Plan.

- C. As set forth in Section 5.25.050 of the Plan, this Memorandum of Understanding provides for a dollar cap on matching County contributions and said cap establishes an annual expenditure limit that operates on a July 1 to June 30 cycle as set forth below:
- D. The General County plus special fund and special district contributions provided by the Plan for represented employees shall not exceed \$121 million for fiscal year 2013/14 and \$130 million for fiscal year 2014/15.

Any unspent monies will be carried over to the next fiscal year. Beginning July 1, 2015 there will be no cap on the County contribution.

- E. To the extent that employees represented by SEIU Local 721 are impacted, the termination of the Horizons Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.
- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by SEIU Local 721 to be covered by Social Security.

- G. In the event that applicable law is changed to require the Plan be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by SEIU Local 721.

Section 3.

It is agreed between the parties that any conflict between this Article and the Horizons Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

Section 4.

Should LACERA fail to adopt the recommended changes to Retiree Health Reform, the Options Fringe Benefit will be re-opened for negotiations.

ARTICLE 19JOINT LABOR-MANAGEMENT COMMITTEE ON EMPLOYEE  
WELLNESS

The parties agree that during the term of this Memorandum of Understanding they will actively cooperate in developing an employee wellness program. Said program shall include but not be limited to: smoking cessation, weight control, stress management, diet control and worksite wellness activities. Further, the parties agree that such a program shall be coordinated by the Joint Labor-Management Committee on Employee Wellness which shall be a sub-committee of the Local 721 Benefits Administration Committee (Article 8, Options). The Joint Labor-Management Sub-Committee on Wellness shall be comprised of three (3) employee representatives designated by Local 721 and three (3) representatives designated by Management. The Joint Labor-Management Sub-Committee on Wellness shall make advisory recommendations to the Benefit Administration Committee (BAC) regarding improvements in the Employee Wellness Program.

ARTICLE 20      JOINT LABOR-MANAGEMENT ADVISORY COMMITTEE ON  
PRODUCTIVITY ENHANCEMENT

The parties agree to recommend to the County's Board of Supervisors that the Advisory Committee on Productivity Enhancement established by said Board of Supervisors continue to function during the term of this agreement. Two members of this Committee shall be representatives of SEIU, Local 721.

ARTICLE 21      SOCIAL SECURITY RELATED ENHANCEMENTS OF BENEFITS

The parties agree to request that the Board of Supervisors adopt and implement the following: an increase in the amount of the health insurance premium paid by the County; a County administered savings plan for Retirement Plans A-E; reopening of Retirement Plans D and E; the applicability of Internal Revenue Code 414 (h) (2) to employee retirement contributions; health insurance for retirees; and Long Term Disability Program for Retirement Plans A-D.

Further, the parties negotiated the following items at the Fringe Benefits Table:

- Continuation of retirement subsidy through August 31, 1985
- Life insurance and disability coverage
- Survivor's benefits
- Life insurance and supplements
- Medicare
- Continuation of dependency coverage in health insurance plans
- Continuation of COLA levels for Retirement Plans A-D
- Continuation of COLA levels for Plan E, LTD, and survivors
- Reverting to non-integrated contribution rates in Retirement Plans A - D for employees impacted by Social Security withdrawal
- Two-year early retirement credit
- Parity of benefits for Retirement Plans D and E
- Long Term Disability
- No Long Term Disability offset

- Elimination of 3-day injury leave waiting period
- Complete restoration of injury leave benefits
- Annual enrollment periods for County-sponsored health insurance plans
- Continuation of health insurance coverage to employee during I.A. or extended sick leave
- Payment of health insurance premium for laid-off employees
- County-paid dental insurance coverage
- Dental coverage to County employees regardless of status
- Annual dental insurance enrollment
- Enhancement of dental insurance to include orthodontic, prosthodontics, and cosmetic coverage
- Full dental coverage for employees on I.A., sick leave, or layoff
- Increases in sick leave accrual
- Enhancements to sick leave

In the event that Los Angeles County rejoins the Social Security System, the Retirement and Benefit enhancements program herein may be terminated by the Board of Supervisors.



## LTD Program for Retirement Plans A-D

- Tax-deferred contributions
- Thrift Plan
- Safety Net
- Health insurance enhancements for retirees

The parties acknowledge and agree that the aforementioned items are Social Security related enhancement benefits which were negotiated at the Fringe Benefit Table as a result of combining the Social Security and the Fringe Benefit Tables.

In the event that the County rejoins the Social Security System, the parties agree to meet and confer regarding the impact of Social Security coverage on affected employees. Such meet and confer process shall include, but not be limited to, the impact of the decision to terminate the Retirement and Benefit enhancements program provided for in this Article.

ARTICLE 22      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 721, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 23      AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative [Address: 500 West Temple Street, Los Angeles, California 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B. The Local 721, SEIU principal authorized agent shall be the Executive Director or his/her duly authorized representative [Address: 1545 Wilshire Boulevard, Los Angeles CA 90017, Phone: (213) 368-8660].

ARTICLE 24      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule, or regulation, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 25      FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Where a Full Understanding, Modifications, Waiver Article is included in a separate Memorandum of Understanding applicable to a recognized employee representation unit, it shall apply to this Memorandum of Understanding.

ARTICLE 26      ARBITRATION OF GRIEVANCES

Wherever a provision for binding arbitration of grievances is included in the Grievance Procedure of a separate Memorandum of Understanding, it shall be applicable to the provisions of this Memorandum except any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider, or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider.

A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles of this agreement shall be entirely advisory in nature and shall not be binding upon any of the parties:

Non-Discrimination

Implementation

Term

Renegotiation

Authorized Agents

Provisions of Law

ARTICLE 27      COMMUTING PROBLEMS

The parties agree that during the life of this contract they will actively cooperate in the development and implementation of solutions to the problems of energy waste, air pollution, and congestion created by employee use of motor vehicles. This mutual effort shall include, but not be limited to, producing incentives for the use of car-pools and public transportation.

During the term of the MOU the parties agree that the County will implement the provisions of the Commuter Benefit Plan (August 20, 2009 Proposal).

A Green@Work joint labor management committee will be convened within 60 days following approval of the MOU by the Board of Supervisors. The CEO shall designate five (5) representatives and Local 721 will designate five (5) representatives to participate in the committee. The purpose of convening the joint labor management committee is to review current efforts to provide employees with opportunities to reduce commuting times and consider ways to strengthen these efforts, including review of piloting "proximate commuting transfer match system" to identify transfer opportunities, expansion of TeleWork participation, use of incentives for employees to utilize public transportation and other forms of ridesharing, and expansion of alternative work schedules.

The County and SEIU Local 721 agree that the Green@Work Joint Labor Management Committee will include as its mission a review of current efforts to provide employees with opportunities to reduce commuting times and consider ways to strengthen these efforts, including review of piloting "proximate commuting transfer match system" to identify transfer opportunities, expansion of TeleWork participation, use of incentives for employees to utilize public transportation and other forms of ridesharing, and expansion of alternative work schedules.

The County will advance to the Green@Work Joint Labor Management Committee \$200,000 each year of the term of this agreement only. These funds shall be used for the specific purpose of maximizing direct financial rideshare subsidies for employees, and enhancing alternative transportation systems, such as shuttle services, van pools, car pools, bicycle parking, other transit services and guaranteed ride home services.

The Green@Work joint labor management committee will submit recommendations to the Chief Executive Officer and to the SEIU Local 721 Bargaining Policy Committee. The County will make every effort to implement those recommendations that have joint approval as soon as fiscally and administratively possible.



ARTICLE 28        SICK PERSONAL LEAVE FOR TEMPORARY EMPLOYEES1) Sick Personal Leave (Payable)

The parties agree that daily and hourly temporary employees shall continue to be eligible to receive paid leave in accordance with the following provisions:

A. Eligibility

Any temporary employee subject to this Memorandum of Understanding who is employed exclusively on an hourly as-needed ("F" item) or hourly recurrent ("H" item) basis during the calendar years 2013-2015 shall be eligible for Sick Personal Leave (Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn Sick Personal Leave (Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of Sick Personal Leave (Payable) for every 30 hours worked.

C. Use of Sick Personal Leave (Payable)

24 hours of accrued Sick Personal Leave (Payable), may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030 A(2). Sick Personal Leave (Payable) may also be taken for the purpose of attending to own health care and health care of family members as defined in Article 16, Bereavement Leave, in the

Local 721 Fringe Benefit MOU, as well as what is defined in AB1522 (which includes adopted or foster children, stepchildren, legal ward or child to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), departmental requirements for prior approval will be applied only to the extent practicable.

D. Pay for Unused Sick Personal Leave (Payable)

An employee may, at his/her option, be paid for up to 3 Sick Personal Leave (Payable) days (24 hours), in lieu of carrying over such days, if the employee uses no Sick Personal Leave (Payable) for any reason. Sick Personal Leave (Payable) shall be paid off at the employee's workday rate of pay in effect at the time of payment. The remaining balance of days or the full balance of days may be carried over. Upon termination of service with the County, an employee shall receive payment for one-half of accumulated Sick Personal Leave at the employee's workday rate of pay in effect at the time of payment.

The provisions of this article (Section 1) are effective as of July 1, 2015. Special Paid Leave will terminate as of June 30, 2015. The number of Special Paid Leave days accrued based on the number of days worked until June 30, 2015 (as stipulated in the previous Fringe agreement) shall be accredited to the employee on January 1, 2016. The employee may choose to utilize the accredited day(s) or may be paid out at the employee's work day rate in effect at the time of payment.

## 2) SICK PERSONAL LEAVE (NON-PAYABLE)

### Sick Personal Leave (Non-Payable)

The parties agree that per session, commission, fractional and otherwise specified employees shall be eligible to receive paid leave in accordance with the following provisions:

#### A. Eligibility

Any employee subject to this Memorandum of Understanding, and who does not earn sick leave, non-elective leave, or special paid leave which includes employees on a per clinic, consultation or visit ("G" item) or per session ("J" item), or part-time as defined by 1/5 time ("P" item), 1/4 time ("Q" item), 5/16 time ("R" item), 1/3 time ("S" item), 2/5 time ("T" item) basis, or Relief Nurses (Item #5261, under BU\_311) shall be eligible for Sick Personal Leave (Non-Payable) pursuant to this Article.

#### B. Earning and Accrual of Leave

An eligible employee shall earn Sick Personal Leave (Non-Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of Sick Personal Leave (Non-Payable) for every 30 hours worked. Any accrued hours will not be payable.

C. Use of Sick Personal Leave (Non-Payable)

24 hours of accrued Sick Personal Leave (Non-Payable) may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030 A(2). Sick Personal Leave (Non-Payable) may also be taken for the purpose of attending to own health care and health care of family members as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefit MOU, as well as what is defined in AB1522 (which includes adopted or foster children, stepchildren, legal ward or child to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), departmental requirements for prior approval will be applied only to the extent practicable.

The provisions of this article (Section 2) are effective and to be implemented as of July 1, 2015.

ARTICLE 29ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, that will impact wages, hours or other terms and conditions of employment, the County will notify SEIU Local 721 in writing at least 90 calendar days prior to making such changes. If SEIU Local 721 wishes to negotiate with the County regarding the impact of any such system changes, SEIU Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasses procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 30      CHILD CARE

The County of Los Angeles, recognizing the needs of working parents, and in the interest of retaining a quality workforce, agrees to pursue employer-associated child care options for children of County employees.

The parties agree to establish a child care labor-management committee, effective on the implementation date of this MOU. The committee shall consist of no more than five representatives from Local 721 and no more than five representatives from the County. The purpose of this committee is to meet and consult regarding the administration of current child care centers, the establishment of new child care programs, and determining funding sources for the provision of on-site child care at County facilities. The Chief Executive Office will consider funding recommendations from the committee to address child care planning expenses, child care needs assessments, and educational materials related to child care for County workers.

ARTICLE 31            MILEAGE REIMBURSEMENT

Section 1.            Definitions

- A.     PERMITTEE means those employees as defined in Section 5.40.190 of the County Code of the County of Los Angeles.

Section 2.            Mileage Rates

- A.     The parties jointly agree to recommend to County's Board of Supervisors that said Board provides mileage reimbursement for mileage permittees as follows:

1.     \$0.54 per mile for all miles driven in a month (claiming period), effective January 1, 2015.

B.     Management Rights

The department head has the right to determine which employees are required to provide a private vehicle to carry out County services. It is agreed that Management reserves the right to require any permittee to use a County vehicle at any time

C.     Adjustment of Rates

The parties agree that reimbursement rates may be adjusted by the cents per mile adjustment on dates other than July 1 of each year to coincide with the adjustments in the standard mileage reimbursement rate as established by the Internal Revenue Service (IRS rate).

Section 3.            Damage to Personal Vehicles

The parties agree to recommend to the County Board of Supervisors that said Board extend the provisions of County Code Section 5.85 regarding reimbursement for damage to personal vehicles to all permittees covered by this MOU. In addition, effective January 1, 2001, the parties agree to recommend that the Board of Supervisors amend Section 5.85 to provide rental car coverage, to be the actual costs of such rental car, not to exceed \$40.00 per day, and a 30 day limit, and towing coverage, to be actual towing charges (and, if required, storage costs), not to exceed 50 miles in towing and \$10.00 per day storage. Also, it is understood that damage which occurs in the employee's headquarters parking lot is covered by the insurance program described in Section 5.85 of the County Code, effective January 1, 2001.

Section 4.            Personal Liability

Annually, the County will provide to each mileage permittee a notice that the County, pursuant to the California Government Code, will provide third party liability protection for employees who drive on County business. This notice will also contain procedures for employees to follow to claim this liability protection.

Section 5.            Parking Reimbursement

Employees eligible for reimbursement under the provisions of Section 2 shall be entitled to reimbursement for actual parking expenses incurred in connection with the performance of their duties during the monthly period utilized for calculation of mileage reimbursement.



Reimbursable parking expenses shall be those expenditures actually incurred by an employee for parking at a facility other than the facility designated as the employee's headquarters for purposes of mileage reimbursement. Such expenses shall not include any expenditure by the employee at any public or private parking facility when such facility is utilized by the employee for access to and from his/her normal place of business.

Management may impose reasonable requirements on any employee for reporting date, location, duration, reasons and cost of parking for purposes of reimbursement.

#### Section 6.           Overpayments, Underpayments, Disputed Claims

##### Overpayments

The parties agree in the event overpayments on warrants for reimbursement of mileage or parking are made by County to an employee, Management will endeavor to notify the employee of the overpayment prior to making any deductions to recover such overpayments. Upon request by the affected employee, Management will endeavor to reach a mutually acceptable method of repayment.

##### Underpayments

When a mileage permittee does not receive reimbursement for mileage to which he/she would be otherwise entitled, if he/she notifies his/her Departmental Payroll Clerk within two (2) business days of receipt of his/her regular pay warrant that would have included mileage reimbursement, the Auditor-Controller will correct the under reimbursement within three (3) business days in accordance with the regular paycheck error procedure.

Disputed Claims

In the event there is a dispute involving the number of claimed miles, the Auditor-Controller will adjust the mileage claim and reimburse the permittee the lower amount on the next scheduled payroll warrant. A copy of the adjusted claim and Notice of Adjusted Claim will be returned to the permittee.

If the permittee agrees with the adjusted amount, no further action is required and the claim is considered settled. If the permittee disagrees, then the permittee should complete the Notice of Adjusted Claim and return it along with the photocopy of the claim to his or her Mileage Clerk who will then forward it to the Auditor's Office. Upon review, if it is determined by the Auditor-Controller that an adjustment is appropriate, the under reimbursement will be corrected on the following payday.

Nothing contained in the Section shall be construed as preventing Management from taking any action necessary to comply with any applicable law.

Section 7.            Rationing Re-opener

In the event fuel rationing is imposed by appropriate authority during the term of this agreement, the parties agree upon the written request of either the County or Local 721, SEIU, made following the announcement that rationing will be imposed, to reopen this agreement for the sole purpose of negotiations, to reach agreement on the subject of fuel rationing as it applies to employees required to use their personal autos on County business. All other provisions of this agreement shall remain in full force and effect during

this period of negotiations.

Section 8.

The parties agree that upon either party's request, a joint labor-management committee will be established to discuss mileage issues.

ARTICLE 32      LEAVE DONATIONS

In an effort to provide a mechanism for assisting employees who have a serious or catastrophic illness or injury, or who are absent due to a major disaster as declared by the Board of Supervisors; the parties agree that effective January 17, 1994, full pay sick, and vacation hours may be transferred from one or more employees and donated to another employee, on an hour-for-hour basis, upon the request of both the receiving employee and the transferring employee(s), and upon approval of the receiving employee's appointing authority or designee under the following conditions:

- A.     The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee; has exhausted or will foreseeably exhaust all earned leave hours, including but not limited to, sick leave, vacation, compensatory time and holiday credits, and is therefore, facing the loss of salary and benefits.

Employees who are absent from work due to an Emergency as declared by the Board of Supervisors will be eligible to participate in this Leave Donation program to the extent such employee has exhausted or will foreseeably exhaust all earned leave hours except full and part pay sick leave.

- B.     The transfers are voluntary. Transfers are to be a minimum of one (1) hour, and in whole hour increments, thereafter.

- C. Transfers for employees who are sick or injured are made from accrued full pay sick, or vacation leave balances. All current and deferred vacation hours may be donated. However, only that portion of full pay sick leave in excess of 160 hours may be donated. Transfers for employees who are absent due to an Emergency, as declared by the Board of Supervisors, are limited to current and deferred vacation hours.
  
- D. Transfers shall be allowed to cross departmental lines upon approval of the appointing authority, and/or, his/her designee in accordance with policies of the receiving departments.
  
- E. Transfers of full sick pay hours will not count as time used and will not adversely affect an employee's right to cash in sick leave hours as provided for under Article 12, Section 2 of this MOU.
  
- F. Transfers are irrevocable. If any donated hours remain at the end of the employee's catastrophic leave, they shall remain for the sole use of the recipient, except that if the employee dies the remaining 100% sick leave must be returned to the donor on a "last in first out basis."
  
- G. The total transfer credits received by an employee shall normally not exceed 1040 hours, however, donations in excess of 1040 hours may be considered and approved by the employee's appointing authority, or his/her designee.

- H. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees. Confidential medical information shall not be included in the notice.
  
- I. Donations shall be administered according to procedures established by the Auditor-Controller and Chief Executive Officer that are not in conflict with the provisions of this Article, and requested on a form prescribed. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.
  
- J. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee; restrict County's management rights; nor modify existing County rules, policies or agreements regarding unpaid leave of absence or parental leave.

## ARTICLE 33            PENSION SAVINGS PLAN

### Section 1.            Purpose

The Pension Savings Plan (the "Plan") is a retirement plan for temporary and part time employees of the County of Los Angeles who are not eligible to participate in the Los Angeles County Employees Retirement Association. It is intended that the Plan qualify under IRC Sections 457 and 3121 as a benefit enhancement provided to employees in lieu of participation in the Social Security System.

### Section 2.            Plan Document

The parties mutually agree that the benefits provided by the Plan shall be those provided in Chapter 5.19 of the County of Los Angeles Code (the "Plan") and is fully incorporated by reference in this Article 33.

### Section 3.            Operational Details

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A.     The provisions of Chapter 5.19 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,
  
- B.     The County monthly contribution shall be 3 percent of compensation and the minimum monthly employee contribution shall be 4.5 percent of compensation.

- C. The Plan Administrative Committee (PAC) shall have responsibility for the operation and administration of the Plan and trust, and the members of the PAC shall be trustees subject to the fiduciary duties imposed on trustees under California law, including but not limited to the duties imposed by the Uniform Prudent Investors Act.
  
- D. The Plan shall be administered by the PAC, consisting of the Auditor-Controller, Chief Executive Officer, County Counsel, Treasurer and Tax Collector, a representative of Local 721, SEIU, and a representative of the Coalition of County Unions. Local 721, SEIU, and the Coalition of County Unions may each designate one named alternate member. Administrative costs will be charged against the account earnings, subject to limits set by Federal regulation. Policies and procedures will be established to minimize administrative costs. The PAC shall provide to each participant a periodic statement of account and information describing the benefits provided by the plan.
  
- E. To the extent that employees represented by SEIU Local 721 are impacted, the termination of the Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.



- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by SEIU Local 721 to be covered by Social Security.
- G. In the event that applicable law is changed to require the Plan to be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by SEIU Local 721.

#### Section 4.

It is agreed between the parties that any conflict between this Article and the Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

ARTICLE 34      TERMINATION PAY

The parties agree to study and implement roll over of termination pay (time certificates) into a tax qualified plan by July 1, 2005.

In November 2004, the Termination Pay Pick Up Plan (TPP) was implemented to tax defer termination pay (time certificates). Effective May 31, 2006, the TPP ceased accepting new applications pending further IRS guidance.

Pending the outcome of the IRS guidance, management shall continue to work with the Union to have the TPP comply with the new regulations; otherwise, investigate alternatives for the tax deferral of termination pay.

ARTICLE 35      401(K) SAVINGS PLAN

Permanent County employees currently participating in or eligible to participate in the 401(k) Savings Plan shall continue to be eligible for and participate in said plan upon unit certification or accretion of their classification into a Local 721 bargaining unit. Any and all future changes the County makes to the 401(k) Savings Plan for non-represented employees, shall be extended to and become part of said eligible or participating employee's 401(k) Savings Plan.

It is the intent of this Article to provide a "grandfathered" benefit to individual employees currently participating or eligible to participate in the 401(k) Savings Plan (Chapter 5.26 of the County Code) following unit certification or accretion of their class into a Local 721 Bargaining Unit.

Any employee subsequently hired, transferred, promoted, or who demotes into an accreted job classification, and/or whose class is in a newly certified unit shall not participate in the 401(k) Savings Plan. An employee, who was not otherwise previously eligible for or participated in the 401(k) Savings Plan, shall not become eligible to participate in the Plan based on the grandfathering provisions of this Article.

The "grandfathering" provisions apply on an individual employee basis and do not extend to job classifications.

Nothing in this Article changes the parties practice regarding the 401(k) Savings Plan for non-represented employees who voluntarily elect a change in their employment status to a represented bargaining unit.

The County shall not discriminate against employees, or otherwise restrict their participation in the 401(k) Savings Plan on the basis of their unit certification or accreted status as represented employees.

The parties agree that the exclusive management, control, and administration of the 401(k) Savings Plan shall be at the discretion of the County. Any current and future changes, modifications, or termination of the 401(k) Savings Plan shall be at the sole discretion of Management, subject to the County meeting and consulting with the Union prior to implementing any changes or termination of the 401(k) Savings Plan.

## APPENDIX A

### **SEIU Local 721 – County of Los Angeles Joint Labor Management Health Insurance Cost Mitigation, Goals, and Objectives Wellness and Health Insurance Cost Containment Strategic Action Plan**

#### **I. Guiding Principles**

- A.** *Provide affordable, quality and comprehensive benefits that meet the diverse work-life needs of employees and their dependents.*
- B.** *Create a County-wide wellness and consumer-wise culture by promoting adoption of healthy lifestyles and the cost sensitive use of health care benefits as tools to help improve employee health, control health insurance costs, reduce employee absenteeism and associated costs and to improve employee morale and productivity.*
- C.** *Provide competitive and highly valued employee benefits designed to help attract and retain healthy employees.*
- D.** *Obtain outstanding market value (cost, benefits, access and quality) for all benefits offered to employees.*
- E.** *Improve the effectiveness of County-wide wellness and disease management, programs to be consistent with wellness and this cost mitigation strategy.*
- F.** *Make recommendations on policies and best practices to coordinate the development of Employee Wellness Programs on a County-wide and department level basis.*

## **II. Strategic Goals**

### **A. *Measurably control costs and level off annual rate increases below average/normal cost trends***

1. *The County and Local 721 will work collaboratively to limit annual HMO rate increases to less than normal/average cost trend.*
2. *Assure carrier administrative fees (profit, retention, etc.) are appropriate given actual claims expense and loss ratios.*

### **B. *Measurably reduce unnecessary health care utilization to levels below current Options levels and to levels that reflect a healthier population***

1. *Reduce key utilization measures from current Options levels, including hospital and physician and prescription drug utilization.*

*Promotion of wellness and preventative office visits, urgent care and to the appropriate care should be encouraged to avoid unnecessary emergency care and hospital visits.*

2. *Measure the effect of these reductions on Options costs and annual rate increases.*
3. *Support cost effective clinical care, complex case and disease management programs that promotes better results in the most prevalent and costly chronic diseases and/or acute conditions.*

### **C. *Measurably improve employee health status to levels better than average for similar employee populations***

1. *Increase employee participation in targeted wellness, risk reduction and disease management programs.*
2. *Track employee participation levels, lifestyle/behavior changes and clinical outcomes year over year.*

3. *Measure the effect of these programs on employee health status, Options utilization, cost and annual premium rates.*

**D. *Measurably improve quality of care***

1. *Hold carriers accountable for ongoing quality improvement related to critical processes and outcome measures and employee satisfaction.*
2. *Study and compare HMO/PPO “unit costs” and clinical quality outcomes to help obtain the most cost effective and efficient delivery of services.*
3. *Develop performance guarantees with the carriers tied to the above goals.*

**E. *Evaluate alternative Health Plans***

*Market current Health Plans to competitive bids via a Request for Proposal (RFP) process when determined to be necessary.*

**F. *Implement a comprehensive year-round employee education and communication strategy that effectively engages employees in targeted wellness and disease management programs and that promotes positive employee lifestyle and behavior change.***

**G. *Evaluate and implement cost effective “Value Based” plan designs.***

**III. Short Term Objectives and Action Plan**

**A. *Data collection and reporting – Through the use of Health Plan specific planning and evaluation tools (specifically Executive Summary Analyses, Dash Boards and Action Plans):***

1. *Identify and compare the most prevalent, fastest growing, and costly diseases/conditions and related risk factors for Options participants based on various measures of cost and utilization of services for each of the last two years.*
2. *Measure and compare Options specific utilization levels and costs over the last two years and identify cost trends and utilization patterns that are considered above average.*

3. *Benchmark past years and compare future clinical care outcomes, cost, utilization patterns, and employee participation levels yearly to develop cost, utilization, and participation measures to determine the effectiveness of disease management and wellness programs.*
4. *Measure carrier clinical quality and employee satisfaction improvement over the last three years through the use of CCHRI data and Options specific surveys. Also, measure provider specific performance against appropriate industry benchmarks.*
5. *Obtain and compare HMO unit costs and quality outcomes data to assess the cost and quality differences between HMO plans.*
6. *Incorporate County specific wellness clinical disease management outcomes measures into HMO performance standards.*

**B. Wellness and Disease Management**

1. *Identify the availability of HMO/PPO Wellness, Risk Reduction and Disease Management Programs.*
2. *Implement "targeted" programs based on Options specific disease prevalence, related major risk factors and high cost areas of hospital, physician and prescription drug utilization.*
3. *Identify a) County b) Local 721 and c) HMO/PPO communication and incentive/reward resources that can be used to promote employee participation in and completion of Wellness and Disease Management Programs on a year-round basis.*
4. *Obtain written commitments from the carriers regarding their data reporting capabilities, financial and program resources in support of this strategy.*
5. *Prioritize, implement, coordinate and evaluate programs on an ongoing basis (see Data Collection and Reporting).*
6. *Investigate the new predictive modeling programs and other industry advancements that identify and avoid serious illness in advance.*



7. *Develop a Health Fair model that effectively engages employees in seeking appropriate follow-up care with their primary care physician and year-round wellness programs.*

**C. Employee Education and Communication**

1. *Develop a year-round coordinated carrier, County and Local 721 employee education and communication campaign that targets major cost drivers, that promotes employee participation in wellness and disease management programs and results in employee lifestyle and behavior change.*

*Education should also promote consumer-wise and cost sensitive use of healthcare services, including targeted communications at the key time for patient decisions and engagement.*

**D. Worksite Wellness Committees**

*County management and departmental employees, including Local 721 representatives on worksite wellness committees, will work collaboratively in partnership to engage employees to participate in Employee Wellness Programs in order to improve their health status.*

**E. Evaluate and implement “Value Based” plan designs and evaluate affiliating with external Purchasing Alliances/Coalitions**

1. *Identify potential plan design and funding alternatives that will help reduce unnecessary utilization and costs that incent members to use benefits in a more “consumer-wise” and cost effective manner.*
2. *Identify Value Based plan designs to encourage use of high-value care and reinforce positive employee behavior and lifestyle change, including compliance with appropriate prescription drugs for high cost care. Consider implementation of alternatives that have minimal impact on the employee’s out-of-pocket expenses and that avoids cost shifting to employees.*
3. *Plan design changes need to assure appropriate access to desired services County-wide.*

4. *Identify and pursue development of potential strategic alliances with purchasing coalitions that would add value to Options benefits as deemed useful.*

**F. High Performing Providers**

*Have Options carriers identify high performing providers in efficiency and quality.*

1. *Work with the carriers to develop an education campaign to motivate patients to use these providers.*
2. *Depending upon the results of the education program, consider reinforcing the education with financial incentives.*
3. *Develop a joint approach with the carriers to manage the least effective providers.*

**G. Provider Contract Management**

1. *Require that the County's carriers present and initiate a business plan for trend management through provider contracting.*

*Historical Footnote*

Appendix A, negotiated during the 2003-2006 contract negotiations as a strategy to mitigate the upward spiraling cost of health insurance for employees, evolved into the "Cost Mitigation, Goals and Objectives" (CMGO's) and have resulted in reduced costs during the annual rate renewal process.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC

By Bob Schoonover  
Bob Schoonover  
President  
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By Sachi A. Hamai  
Sachi A. Hamai  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ADDITIONAL SIGNATURES

SEIU, LOCAL 721, CTW, CLC

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By Amber Williams

By \_\_\_\_\_

By Ramon Rubalcava

By \_\_\_\_\_

By Heenan Sheehy

By \_\_\_\_\_

By Bubur Goto

By \_\_\_\_\_

By Sandra Wooten

By W

By Kelly Elst-Luna

By Francis Fung

By John

By David A. Davis

By Kim Peters

By John Balba

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ADDITIONAL SIGNATURES (Continued)

SEIU, LOCAL 721, CTW, CLC

By Paul L. Romero

By [Signature]

By [Signature]

By [Signature]

By Maria Griffin

By [Signature]

By [Signature]

By FRANK GUY

By [Signature]

By [Signature]

By [Signature]

By \_\_\_\_\_

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS